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CYNTHIA S. DILLARD
Executive Director

EDDIE COOK, JR.
Assistant Executive Director

ROBERT D. OAKES
Assistant Executive Director

November 16, 2009

Dear Vendor,

The Alabama Board of Pardons and Paroles/Transition Center Division (LIFE Tech) is accepting proposals to provide psychiatric services to its Wetumpka L.I.F.E. Tech Transition Center. Proposal submission does not guarantee an award of a contract. Any contract resulting from this proposal is not effective until it has received all requisite government approvals, and contractor shall not begin performing work under the contract until notified to do so by the Board. The Contractor shall not be entitled to compensation for work performed prior to the effective date of the contract.

All vendors wishing to contract with the State of Alabama must fill out a state of Alabama Vendor Application every three years and return it immediately to State Purchasing. Only vendors registered with State Purchasing may receive state contracts. Go to www.purchasing.state.al.us for appropriate class-subclass codes.

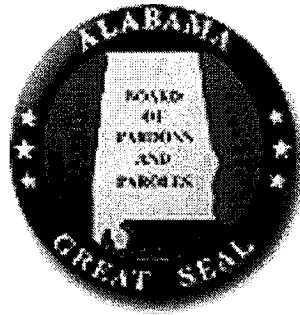
If you /your company desire to offer a contract proposal:

1. Read the entire proposal document
2. Proposal must be submitted in the format requested
3. Proposals must be in ink or typed and contain original signatures
4. Return proposal to address shown in the attached RFP.

Sincerely,

Ms. Cynthia Dillard
Executive Director
Alabama Board of Pardons and Paroles

REQUEST FOR PROPOSAL



“Alabama Board of Pardons and Paroles Wetumpka LIFE Tech Transition Center Psychiatric Services”

**Alabama Board of Pardons and Paroles
301 South Ripley Street
Montgomery, AL 36104**

November 16, 2009

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REQUEST FOR PROPOSAL

“Alabama Board of Pardons and Paroles Wetumpka LIFE Tech Transition Center Psychiatric Services”

INFORMATION FOR SUBMITTING PROPOSALS

Requesting Agency

The Alabama Board of Pardons and Paroles (ABPP) requests proposals from responsible vendors to fill the State of Alabama’s needs as outlined herein. Please read the entire solicitation package and submit your bid in accordance with all requirements.

Project Title

Alabama Board of Pardons and Paroles, Wetumpka LIFE Tech Transition Center,
Psychiatric Services – Request For Proposal (RFP)

Summary Description of Supplies and Services

Psychiatric services for the Alabama Board of Pardons and Paroles’ Wetumpka LIFE Tech Transition Center.

Send Proposals To

Alabama Board of Pardons and Paroles
Legal Division
ATTN: Ms. Meredith H. Barnes
301 South Ripley Street
Montgomery, Alabama 36104

Submission of Proposal

Deadline for receipt of all vendors’ proposals is January 11, 2010 at 4:30 p.m.

SECTION I

INTRODUCTION

The Alabama Board of Pardons and Paroles (ABPP), an agency of the State of Alabama, solicits proposals for a vendor to deliver reasonably necessary psychiatric services to approximately 250 individuals residing at the Board's Wetumpka LIFE Tech Transition Center, located at 8476 US HWY 231, Wetumpka, AL 36092. All responding parties must be capable of diagnosing and treating those LIFE Tech residents referred for psychiatric care by the Board's Treatment Program Director. Psychiatric treatment will include writing prescriptions as appropriate and necessary for LIFE Tech residents. Vendor may provide, at vendor's option, administrative and/or nursing support services, the cost of which will be included in vendor's hourly rate. Psychiatric service will include on-site service as well as twenty-four (24) hour, seven (7) days a week emergency on-call service.

Vendor must coordinate services with the Board's existing Substance Abuse Treatment Program, which incorporates a degree of mental health care, and collaborate with the Board's LIFE Tech Treatment Program Director, Clinical Supervisor, and Drug Treatment Counselors, as well as all other LIFE Tech Center Administrative Staff and employees.

The agreement period for this proposal shall be subject to available funding through annual appropriations. You are invited to submit a response in accordance with the requirements specified in this Request For Proposal.

All responding parties must comply with federal and state law, as well as Board of Pardons and Paroles Rules, Regulations, and Procedures. When differences exist between the vendor's standards, the higher standard as defined by ABPP will prevail.

Each sealed, notarized proposal must be accompanied by a Guarantee or Bid Bond payable to the State of Alabama consisting of a cashier's check, other type bank certified check (personal or company checks are not acceptable), money order, or surety bond issued by a company authorized to do business in the State of Alabama in the amount of fifty thousand dollars (\$50,000.00) as a guarantee of good faith and firm proposal for one-hundred and twenty (120) days. The Board's Executive Director, or her designee, will be the custodian.

Proposals must be delivered between 8:00 a.m. and 4:30 p.m. on January 11, 2010, to the Alabama Board of Pardons and Paroles, Legal Division, ATTN: Meridith H. Barnes, 301 South Ripley Street, Montgomery, AL 36104. Parcels or packages containing proposals must be clearly marked as containing "RFP for Alabama Board of Pardons and Paroles, Wetumpka LIFE Tech Transition Center, Psychiatric Services."

Vendors may mail or hand deliver proposals, including any amendments, but ABPP must actually receive proposals at the specified time and place. It will not be sufficient to

show that a vendor mailed or commenced hand delivery of a proposal before the scheduled closing time for receipt of proposals. All times are State of Alabama local times (Central Standard Time). Computer, fax, or other electronic submissions are not allowed and will not be accepted or considered. Proposals arriving after the deadline date will not be considered.

1.1 Site Visit

The Alabama Board of Pardons and Paroles has scheduled a LIFE Tech Wetumpka site visit for vendors interested in submitting proposals for psychiatric services in response to this RFP for December 3, 2009 at 1:30 p.m. The site visit is mandatory. Any vendor that does not have a representative at the site visit will not be eligible to submit a proposal. Vendors or vendor representatives will be asked to sign in to establish a record of attendance. No individual or special tours will be given. Vendors are responsible for their own meals, transportation, and lodging. Vendors will be limited to two (2) representatives during a center tour. Any questions should be directed to Darrell Morgan, LIFE Tech Wetumpka Center Director, (334.514.5100 or darrell.morgan@alabpp.gov). Directions to the facility are attached hereto in Appendix C. Vendors will be allowed to visibly inspect the work area to become familiar with the scope of work and services requested. Submission of a proposal will be deemed conclusive evidence that such an inspection has been made.

1.2 Proposal Presentation

Each qualified vendor who is deemed compliant with the RFP response process will be provided a ninety (90) minute session to present their proposal. Time should be allotted by vendor to accommodate a forty-five (45) minute ABPP question and answer period. Vendors shall not exceed six (6) individual representatives at their presentation.

Proposal presentations have been scheduled for Thursday January 14, 2010 from (9:00 a.m. to 4:00 p.m.), in the ABPP Conference Room at 301 South Ripley Street, Montgomery, AL 36104. The Board reserves the right to reschedule this presentation date, as well as all other dates set forth herein. Notice of amendments to the project schedule will be sent to all eligible parties. The presentation and written proposal will identify the total cost of the vendor's services proposed in response to the specifications of this RFP. Consideration will also be given to vendor's qualifications, expertise in the field, and methods of determining costs involved.

1.3 Proposal Opening Date

Vendor's proposals will be opened in an open public meeting on January 12, 2009, at 8:30 a.m. in the Board Room at 301 South Ripley Street, Montgomery, AL 36104. The Board reserves the right to reschedule this proposal opening date, as well as all other dates set forth herein.

1.4 Cost Proposal

Prices must be quoted on the enclosed price sheet (Appendix B). Prices will be firm for the time period indicated by vendor or as otherwise agreed by the Board and vendor.

1.5 Contract Term

The contract is for a period of two (2) years with options for both parties to extend the contract for a third and a fourth year. Both parties must affirmatively exercise the option to renew for a third year no later than ninety (90) days prior to the expiration of the second year of the base contract. The option to extend the fourth year must be affirmatively exercised by both parties no later than ninety (90) days prior to the expiration of the third year of the contract. The prices for the third and fourth years will be as quoted in the proposal offer, along with the price for the first two years.

All extensions will be dependent upon the provision of necessary appropriations by the Alabama Legislature on an annual basis. The initial contract award date is scheduled for January 19, 2010; however, the Board reserves the right to reschedule this award date, as well as all other dates set forth herein.

1.6 Entire Agreement

Upon acceptance of the vendor's proposal by the Board, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, which shall be subject to review by the Legislative Contract Review Oversight Committee and the approval and signature of the Governor of the State of Alabama.

Vendor will assume responsibility for providing psychiatric services under the executed contract on the later of February 16, 2010 or the date of approval and signature of the Governor of Alabama or his designee. The executed contract will not be effective until it has received all requisite state government approvals. The effective date of the contract will be the date the contract is signed by the Governor. Vendor shall not begin performing services thereunder until notified by ABPP. Vendor will not be entitled to compensation for work or services performed prior to the effective date of the contract.

The Board's contract for psychiatric services is scheduled to go through February 2010's Contract Review Committee Meeting on February 4, 2010. The contract and all accompanying documents/forms must be signed and returned by vendor to the Board prior to January 22, 2010 for timely submission to February's Contract Review Committee Meeting.

1.7 Form and Content of Proposals

One (1) original paper or hard copy of the proposal must be submitted along with eight (8) paper or hard copy proposals and one (1) computer compact disc (CD) containing an electronic copy of vendor's original proposal. Copies of all documents referenced and included with the original copy must be included with the eight (8) copies and be

accessible on the CD copy. The computer disc copy, as well as the eight (8) hard copies, must include scanned copies of notarized required documents and all appendices included as part of the original proposal. Individual copies contained on CD must be placed in a file sleeve or case and properly labeled on the outside of the case with vendor's name, proposal opening date, and RFP number. This same information shall be placed on the actual CD, itself. Documentation must be scanned and/or saved into an Adobe Reader PDF file that allows for a search/find function when viewing the document. Failure to submit the required number of copies in this requested format may prevent a vendor's proposal from being evaluated within the allotted time.

An authorized representative of vendor must sign the original proposal with any changes made in ink in all required places. The proposal must address all requirements of this RFP and provide all information requested. Failure to comply with the requirements of the RFP in the proposal response may result in the disqualification of vendor's proposal. RFP number, proposal opening date, and time must be on the outside front lower left corner of the sealed envelope/package containing the proposal. Proposals submitted on reduced and/or mutilated forms will be rejected. Proposals submitted by "Express/Overnight" services must be in a separate inner envelope/package, sealed, and identified as stated above.

The original proposal must include an original signature and notarization on the enclosed Vendor Authorization Form to Submit Proposal (Appendix A) and Vendor Disclosure Statement (Appendix F), both of which must be returned with the proposal. The "Proposal Box" must be checked on the Vendor Disclosure Statement submitted along with vendor's proposal. Please note that a separate (second) Vendor Disclosure Statement (with the "Contract Box" checked) must be completed by the successful vendor to accompany the executed contract. Also, if vendor so prefers, an electronic copy of the Vendor Disclosure Statement is available through the Alabama Attorney General's website, *see* http://www.ago.state.al.us/ag_items.cfm?Item=70. A copy of the successful vendor's completed disclosure statement shall be filed with the Board and the Alabama Department of Examiners of Public Accounts and submitted to the Contract Review Permanent Legislative Oversight Committee. Any disclosure statement filed pursuant to Alabama Code Section 41-16-85 shall be public record.

Properly identified proposals will be securely kept and will remain unopened until time of proposal opening on January 12, 2010 at 8:30 a.m. The Board does not accept responsibility for the premature openings of a proposal not properly identified or the late arrival of a proposal for whatever reason. At the scheduled place and date for the proposal opening (or as soon thereafter as is applicable) prices will be made public for information of interested respondents who may be present either in person or by representative. Such information is not to be construed as meaning any vendor meets all specifications as set out in the proposal.

1.8 Request to Modify or Withdraw Offer

Vendor may make a written request to modify or withdraw the offer at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to (or Withdrawal of) Proposal. Only written requests received by the Board prior to the scheduled opening time will be accepted. ABPP will supplement original proposals received after opening with accepted written modification requests.

1.9 Suspected Errors/Clarification

If a vendor suspects an error, omission, or discrepancy in this solicitation, vendor must immediately notify the Board's designee, Meridith H. Barnes, at the above stated address. ABPP will issue written instructions if appropriate. If a vendor considers any part of the RFP unclear, that vendor is expected to make a written request for clarification, prior to the submission of the proposal. ABPP will respond in writing or by e-mail to all such requests if a response is deemed appropriate. The ABPP response will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to all eligible vendors. The deadline for submitting such questions is 4:30 p.m. on December 14, 2009. ABPP's response to questions will be provided no later than December 21, 2009 at 4:30 p.m. If ABPP determines that changes to the RFP become necessary, an addendum will be mailed to all eligible parties.

1.10 Proposal Firm Time

The proposal will remain firm and unaltered after opening for one-hundred and twenty (120) days after the proposal due date or until ABPP signs a contract with another vendor, whichever is earlier. ABPP may accept vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

1.11 Security

Vendor must provide official documentation from a bonding or surety company that it has the ability to provide a Performance Guarantee or Bond in the amount of fifty thousand dollars (\$ 50,000.00) within ten (10) days of acceptance of the proposal. Security will be in the form of a formal bond or other form acceptable to ABPP. Letters of guarantee from a parent company or subsidiary will not be an acceptable form of a performance guarantee. The performance bond will remain in force through the end of the initial contract and any subsequent contract renewal terms. A breach of the contract by vendor, to include a breach by vendor's subcontractor(s), will cause the performance guarantee to become payable to the State of Alabama. The Alabama Board of Pardons and Paroles will be the custodian of the performance bond/guarantee. The performance guarantee is predicated upon the condition of verified services rendered by vendor regarding the fulfillment of all contractual obligations. A good faith effort has been made by ABPP to list all functions and/or services required for the fulfillment of the contract in the provision of psychiatric services to LIFE Tech residents. This guarantee in no way relieves vendor from the obligation to furnish all personnel, services, and/or equipment required to meet the needs of ABPP for proper and professional implementation of the contract.

1.12 Evaluation and Selection

ABPP will evaluate all proposals using criteria outlined in Section III. Upon ABPP selecting a vendor's proposal for contract negotiations, ABPP will send vendor a written notice. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until such time as ABPP signs a contract or determines negotiations with vendor have failed. Receipt or posting of a notice of award is not the equivalent of a contract with ABPP.

1.13 Responsibility to Read and Understand RFP

By responding to this solicitation, vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be the basis for any claim for additional compensation.

1.14 Contract Negotiations

The selected vendor may be required to enter into contract negotiations at the discretion of ABPP. If an agreement cannot be reached to the satisfaction of ABPP, the Board may reject vendor's proposal or revoke the selection and begin negotiations with another vendor. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State of Alabama and ABPP official(s).

1.15 Commencement of Work

If vendor begins any billable work prior to final approval and execution of a contract, vendor does so at its own risk. Vendor's contract, itself, will not be effective until it has received all requisite state government approvals, which includes the signature of the Governor of the State of Alabama, and vendor is entitled to no compensation for work or services performed prior to the effective date of the contract.

1.16 Vendor Contact

ABPP will consider the person who signs vendor's proposal to be the contact person for all matters pertaining to the proposal unless vendor expressly designates another person in writing.

1.17 Reservations

ABPP reserves the right to reject all proposals; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. ABPP may seek clarification of the proposal from vendor at any time and failure to timely respond is cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on vendor no right to a selection or to a subsequent contract. This process is only for the benefit of

ABPP and is to provide ABPP with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of ABPP.

1.18 Cost of Preparation

ABPP is not responsible for and will not pay or reimburse any costs associated with the preparation and submission of vendor's proposal, regardless of whether vendor is selected by ABPP for negotiations.

SECTION II

GENERAL TERMS AND CONDITIONS

2.1 Proposal Conditions

- a) By signing the proposal, vendor agrees to be bound by all terms and conditions of the Request for Proposal. Any exceptions to the specified terms and conditions must be clearly set forth within vendor's proposal. Vendor may be deemed non-responsive by ABPP if its proposal contains exceptions to the terms and specifications of the RFP.
- b) Any resulting agreement will constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof. No modification or amendment to that agreement will be binding upon the parties unless the same is in writing and signed by the respective parties thereto.
- c) Any resulting contract will be a firm fixed-price contract and the contract price established at award will constitute the total amount payable to vendor to perform the scope of work set forth in the contract.
- d) All vendor proposals will remain firm and unaltered for one-hundred and twenty (120) days after the proposal due date shown or until the contract is fully executed with another vendor, whichever is earlier. An exception to the criterion will be vendor engaged in contract negotiations after pre-award notification, which will be allowed to make vendor bid modification(s) only in accordance with a request by the ABPP.
- e) Any alternate proposal submitted by vendor prior to the proposal due date, that in the opinion of the ABPP best satisfies the Board's requirements, may be considered and substituted for vendor's initial proposal, either in whole or in part.
- f) ABPP reserves the right to modify the requirements of the proposal or awarded contract requirements by: (1) changing the scope of work, deliverables, services, or time frames; (2) adding or deleting tasks/services to be performed; and/or (3) any other modification deemed necessary by ABPP. Any changes in vendor's proposed program or pricing in response to an ABPP request are subject to acceptance by ABPP. Notwithstanding any other provision of this RFP, the ABPP reserves the right to split the award into multiple contracts for portions of the services set forth herein.
- g) In the event price changes or proposed service changes in response to an ABPP request are not acceptable to the Board, a vendor's pre-award status may be rescinded. At the option of ABPP, another selection for pre-award may be made from vendors who submitted a proposal, or ABPP may open the process to re-procurement based upon the new specifications.

- h) All information submitted pursuant to the RFP may be subject to the Open Records Act. Any information submitted with a proposal, including cost, price, and other information (whether marked proprietary or confidential) that is made part of the contract, is subject to release in accordance with the Open Records Act and/or applicable law.
- i) Only the final results of the Board's Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores are not open for review.
- j) The successful vendor, who executes the awarded contract for service, is contractually responsible for the total performance of the contract. Assignments for subcontracting may be allowable but must be disclosed as a part of the proposal or otherwise approved in advance by ABPP. Any subcontractor providing services required in the RFP or in the awarded contract must meet or exceed the requirements so set forth for vendor.
- k) Vendors may be asked to submit further financial information to exhibit financial responsibility. Financial documents will be kept confidential unless otherwise required by law.
- l) All terms of the RFP, vendor's responses to the RFP, all schedules and attachments, and any amendments or addendums thereto, will be incorporated and referenced as part of the awarded contract.

2.2 Other General Terms

- a) The executed contract and any renewals thereof are subject to the appropriation of funds to ABPP to fulfill the contract obligations; the contract will be subject to termination if such funds cease to be available. Should funding or service requirements relative to the executed agreement be altered, the agreement may be amended accordingly. In the event of the proration of the fund from which payment under the contract is to be made, the contract will be subject to termination. The terms, conditions, and commitments contained in the executed contract shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment XXVI.
- b) No interpretation of any provision of the contract resulting from this RFP, including applicable specifications, are binding on ABPP unless furnished or agreed to in writing by ABPP.
- c) Any and all personnel of vendor who may be on-site or who may have access to Board files and records may be subject to a background investigation, including, but not limited to a criminal and driving history check, conducted by ABPP.

- d) Vendor's provision of services must comply with the standards of the American Psychological Association (APA), all applicable Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards when providing services for mental illness, the standards of the Alabama Department of Mental Health and other standards as may be defined in the Board of Pardons and Paroles' Policies, Procedures, Rules, and Regulations, including those specific to the Board's LIFE Tech Program and Drug Treatment Program.
- e) If any requirement of the RFP exceeds those standards above or standards or requirements defined in ABPP's Policies, Procedures, Rules, and Regulations, including those specific to the Board's LIFE Tech Program and Drug Treatment Program, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the awarded contract or through a subsequent written mutual agreement, signed by the authorized representatives of vendor and the ABPP.
- f) Vendor must agree to notify, if possible, the Board's LIFE Tech Director and LIFE Tech Treatment Program Director, as well as any other designated Board employee, of all offsite resident treatment or travel related to psychiatric service and such must be approved ahead of time and coordinated for the purpose of ensuring both resident and public safety.
- g) Vendor will provide ABPP with a copy of any subcontract agreements upon request and provide a copy of professional and/or service agreements within thirty (30) days of the initiation of services. Vendor is responsible for all dealings with its subcontractors and will answer all questions posed by ABPP regarding them or their past/projected work.
- h) ABPP will not be bound to any terms and conditions included in any vendor or subcontractor agreements or contractual documents. No condition in a subcontractor agreement in variance with, or in addition to, the requirements of this RFP or the awarded contract will in any way affect vendor's obligations under the awarded contract.
- i) Vendor will notify and consult with ABPP prior to discharging, removing, or failing to renew the contract of professional staff or subcontracted vendors.
- j) Vendor will, at all times, maintain the staff required by the RFP. Should vendor at any time: 1) refuse or neglect to supply adequate and competent supervision, or sufficiently and properly skill/trained/licensed personnel; 2) fail to provide equipment/drugs of proper quality or quantity; 3) fail to perform services according to the specifications required in the RFP; 4) fail in any respect to perform the service requirements of the RFP with promptness and diligence; or 5) fail in the performance of any agreement contained in the awarded contract, ABPP will have the option, after forty-eight (48) hours written notice to vendor, or by posting in some conspicuous space on-the-job site, to take any one or more of the following

actions: (1) withhold any monies then or next due to vendor; (2) provide such materials, supplies, equipment, and labor as may be necessary to complete said work, bring the rendition of services up to the specification and standards required in the RFP or awarded contract, and pay for same, and deduct the amount so paid from any money then or thereafter due vendor; (3) assess performance penalties; or (4) terminate the contract.

- k) All work products originated or prepared by vendor and delivered to ABPP pursuant to this RFP are, or will be, the exclusive property of ABPP.
- l) All documents, materials, or data developed as a result of work under the awarded contract will be the property of ABPP. ABPP will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of vendor's work under the awarded contract. ABPP may use this information for its own purposes. Vendor is required to have the rights to utilize any documents, materials, or data provided by vendor to fulfill requirements of the RFP. Vendor will keep confidential all documents, materials, and data prepared or developed by vendor or supplied by ABPP.
- m) Vendor understands and agrees that the Board's parole files are subject to an absolute governmental privilege, which the Board has a duty to uphold. *See* Ala. Code § 15-22-36(b) (1975); *Ex parte Alabama Board of Pardons and Paroles*, 814 So. 2d 870, 872 (Ala. 2001) (holding that Section 15-22-36(b) "clearly and unambiguously establishes an absolute privilege that the Board is legally bound to obey"); *see also* Ala. Op. Atty. Gen. No. 2002-143 (the Board's absolute governmental privilege applies even to other State of Alabama law enforcement agencies, departments, entities, etc.). Vendor further understands and agrees that access to the records, reports, etc., of the Board's probation officers is restricted by Alabama Code Section 15-22-53 ("all reports, records and data assembled by any probation officer and referred to the court shall be privileged and shall not be available for public inspection except upon order of the court to which the same was referred."). Vendor understands and agrees that the Board's abovementioned privileges are unique to those privileges belonging to other Alabama State agencies and departments. Vendor also understands and agrees and that, under Alabama Code Section 15-22-38, the duties imposed on the Board by its governing statutes are "mandatory" and "shall be strictly construed" and that section 15-22-39 puts forth that the Board will be subject to felony criminal prosecution for knowingly or willfully neglecting or failing to perform any such duty "enjoined upon" the Board by its governing statutes. Accordingly, vendor agrees to uphold the Boards' abovementioned privileges.
- n) Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by ABPP.
- o) If applicable, licensed materials, used as a part of fulfilling the requirements of the awarded contract, will be considered a trade secret to the licensor(s). Vendor will be responsible for the supervision, management, operation, and control of materials

licensed ABPP. Vendor will fulfill all obligations required of the ABPP as well as for vendor under the ABPP licensure agreements as part of the RFP. Upon termination of the awarded contract or termination of any ABPP license agreement, vendor will return any licensed material and documentation required by the licensor and will certify in writing that such obligation has been fulfilled, if required by licensor or the ABPP.

2.3 Disputes

For any and all disputes arising under or relating to the awarded contract, ABPP and successful vendor, herein referred to as "parties," shall work together in good faith to resolve the dispute. The parties agree, in compliance with the recommendation of the Governor and the Attorney General of the State of Alabama, when considering the settlement of such disputes, to utilize appropriate forms of non-binding dispute resolution, including, but not limited to, mediation by and through the Alabama Attorney General's Office Division of Administrative Hearings or, where appropriate, private mediators. As a result, in the event the parties cannot resolve their dispute, either party shall have the right to request mediation ("Mediation Request") by a neutral and/or disinterested third-party (the "Mediator") who shall be, at a minimum, an attorney licensed to practice law in the State of Alabama at the time of such request. In the event of failure to resolve matters of dispute as stated above, the sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. *See Alabama Code Section 41-9-60, et seq.*

2.4 Term and Renewals

The length of any contract, including any renewals, may not exceed four (4) years. If the commencement of performance is delayed, ABPP may change the start date, end date, and/or other contractual milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at vendor's option.

2.5 Termination for Convenience

If ABPP terminates for convenience, ABPP, upon verification of services rendered, will pay vendor for supplies and services satisfactorily provided and authorized expenses incurred up to the time of termination at the discretion of ABPP.

2.6 Billing

- a) Vendor will submit a detailed, notarized invoice for payment to ABPP, which shall include listing all services billed by date, hours worked, expenses (as allowable and authorized), and Taxpayer Identification Number. Vendor must include an itemized list of services rendered. By submitting an invoice, vendor certifies that the supplies and services have met all of the required standards set forth in the contract and amount billed and expenses incurred are as allowed in the

contract. Vendor's service and billing documentation shall include all services rendered by its subcontractors, for which the Board is paying in whole or part, and must specify the funding source for each service (i.e., the Board, Medicaid, other third-party, etc.). The billing documentation must also specify resident number, social security number, type of service, units of service (i.e., time), dates of service, any applicable codes, and any other relevant or necessary information. Each service claimed must be traceable from the billing, through a subcontractor's service record to the individual client's record.

- b) The Board will issue payment through the State Comptroller's Office in a form approved by both parties, not inconsistent with state law and in compliance with the State Department of Finance. Contractor has an affirmative duty to bill accurately and timely.
- c) Vendor understands and agrees that payments will be made by the Board for the actual delivery of services, as opposed to the services merely being made available, to eligible individuals. Vendor also understands and agrees that service units in excess of the maximum to be purchased under the executed contract will not be paid.
- d) Payments for proper performance of services will be commensurate with the scheduled progress of the work and will be made upon receipt of a detailed invoice for payment and proper receiving authorization from ABPP. The invoice will certify that vendor will be paid on a monthly basis after services have been delivered.
- e) Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to ABPP. If determined that taxes are legally chargeable to ABPP, ABPP will pay the tax as required. State and federal tax exemption information is available upon request. ABPP does not warrant that the interest component of any payment, including installment payments to vendor, is exempt from income tax liability.
- f) Vendor will be in compliance with applicable state and federal tax requirements and will be current in payment of such taxes.
- g) Payments delayed by ABPP at the beginning of the fiscal year because of the appropriation process will not be considered a breach on the part of ABPP.
- h) ABPP will not be liable for payment associated with supplies provided, services performed, or expenses for those supplies and services incurred prior to the beginning of the term of the contract.
- i) The approved invoice amount will be paid, less any designated withholdings associated with performance penalties or staffing paybacks and previous partial payments. Final payment will be made upon determination by ABPP that all

requirements under the contract have been completed; such determination will not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in the contract.

- j) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the contract or order, which may include prorating payments. Vendor acknowledges that the Alabama Department of Financial Fiscal Policies and Procedures Manual, states that all invoices or other demands for payment by ABPP under the executed contract, which extend beyond the end of the fiscal year, do not encumber funds past that fiscal year and must be received by the Board before the end of the Board's thirteenth accounting period. Invoices or demands for payment received after that date for work provided and services performed within the fiscal year cannot be paid and shall be forfeited.

2.7 Availability of Appropriations

ABPP will use its best efforts to secure sufficient appropriations to fund the contract. Obligations of ABPP under the executed contract will cease immediately, however, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. ABPP will determine whether amounts appropriated are sufficient. ABPP will give vendor notice of insufficient funding as soon as practicable after ABPP becomes aware of the insufficiency. Vendor's obligation to perform will cease upon the receipt of such notice.

2.8 Consultation

Vendor will consult with and keep ABPP fully informed as to the progress of all matters covered by the contract. Vendor will provide ABPP with the opportunity to review relevant documents prior to filing with any public body or adversarial party. Vendor will promptly furnish ABPP with copies of all correspondence and documents prepared in connection with the services rendered under the contract. Upon request, vendor will arrange, index, and deliver all correspondence and documents to ABPP.

2.9 Performance Reviews

ABPP will conduct scheduled and non-scheduled performance reviews of vendor's performance under the executed contract. Any professional service performed under the contract is subject to a post performance review. Vendor will cooperate with ABPP in this review, which may require the provision of records of performance and billing. Vendor will provide any required information within thirty (30) days of a request made by ABPP. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with vendor.

ABPP anticipates designating an employee of the Board to monitor services provided by vendor under the executed contract and serve as a point of contact between vendor and

ABPP. Unless otherwise notified the Board employee monitor will be the LIFE Tech Director.

2.10 Audit/Retention of Records

Vendor and its subcontractors will maintain books and records related to performance of the contract or subcontract as necessary to support amounts charged to ABPP in accordance with applicable law, terms, and conditions of the executed contract, and generally accepted accounting practice. Vendor will maintain these books and records for a minimum of three (3) years after the completion of the contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by ABPP, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to vendor, or subcontractor, ABPP will adjust future or final payments otherwise due to compensate for the overpayment. If no payments are due and owing to vendor, or if the overpayment exceeds the amount otherwise due, vendor will immediately refund all amounts, which may be due to ABPP. Failure to maintain the books and records required by this section will establish a presumption in favor of ABPP for the recovery of any funds paid by ABPP under the contract for which adequate books and records are not available to support the purported disbursement. Vendor will provide ABPP with a copy of any and/or all of vendor's (to include any/all of subcontractor's) contracts related to the executed contract upon ABPP's request.

2.11 Schedule of Work

Any work performed on State or ABPP premises will be done during hours designated by ABPP and will, in any event, be performed so as to minimize inconvenience to ABPP and its personnel and to minimize interference with the operations of ABPP and its LIFE Tech Center.

2.12 Independent Contractor

Vendor understands that vendor and the Board are and shall remain separate and distinct entities. The relationship between vendor and the Board will purely be contractual in nature. Vendor will be an independent contractor. Vendor, its agents, representatives, subcontractors, volunteers and/or employees, will not be considered to be agents, representatives, distributors, volunteers, and/or employees of the ABPP. Further, neither vendor nor any employees, agents, subcontractors, distributors, representatives, or volunteers of vendor, will be entitled to participate in any State of Alabama retirement or pension plan or program, group insurance program, or other programs designed to benefit employees of the Alabama Board of Pardons and Paroles. Supplies provided and/or services performed pursuant to the executed contract are not rendered as to employees of ABPP or the State of Alabama. Amounts paid pursuant to the executed contract do not constitute compensation paid to an employee.

2.13 Responsibility for Agents and Employees

Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and subcontractors, in their performance of vendor's duties under the contract. Vendor represents that it will utilize the services of individuals skilled and, if applicable, certified and/or licensed, in the profession for which they will be used in performing services hereunder. In the event ABPP determines any individual performing services for vendor hereunder is not providing such skilled services or is lacking the requisite license or certification to provide such skilled service, ABPP will promptly notify vendor to replace that individual.

2.14 License and Certification

Vendor, or its employees, who would perform services requiring a license or certification, will have and maintain said required licenses or certification for the entire contract term. With the consent of the ABPP, vendor may meet the license requirement through use of a subcontractor.

2.15 Assignment and Subcontracting

- a) Vendor may not assign, subcontract, or transfer any interests in the work subject of the executed contract without the prior written consent of ABPP. In the event ABPP gives such consent, the terms and conditions of the contract will apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as vendor will be bound and obligated under the executed contract. This includes requiring such parties to submit certificates and disclosures to ABPP for review and approval.
- b) Vendor must disclose in its proposal the names and addresses of all subcontractors vendor anticipates will be utilized by vendor hereunder and vendor shall also list the names and addresses of subcontractors in an addendum to the executed contract together with the anticipated amount of money the subcontractor is expected to receive pursuant to the contract.
- c) In order to discharge obligations under the executed contract, vendor may engage, subject to ABPP approval, certain independent contractors rather than employees. ABPP approval will not unreasonably be withheld. While vendor may not exercise control over the manner and means by which such independent contractors exercise professional duties, vendor will exercise administrative oversight (non-clinical) and otherwise retain responsibility for the actions and inactions of such independent contractors and ensure that such individuals strictly fulfill the obligations and duties set forth hereunder.
- d) If vendor is unable to secure or maintain individuals named in the contract to render the services set forth in the executed contract, including any named subcontractors, vendor will not be relieved of its obligations to complete

performance thereunder. However, ABPP will have the option to terminate the contract upon written notice to vendor.

- e) To the extent allowable by law, ABPP may transfer the subject matter of the executed contract or payment responsibility under the executed contract to another State agency after giving written notice to vendor.

2.16 Maintenance Assurance

Should vendor discontinue service or maintenance of equipment or software provided under the contract, if applicable, vendor will provide to ABPP adequate documentation and access to specialized or proprietary tools to allow ABPP or a subcontractor to maintain the equipment or software. This provision will not apply if vendor makes arrangements for continued service and maintenance through another vendor and at a price acceptable to ABPP.

2.17 Solicitation and Employment

Vendor will not employ any person employed by ABPP at any time during the term of the contract to perform any work required by the terms of the contract. As a condition of the executed contract, vendor will give notice immediately to the Board or the Board's designee if vendor solicits or intends to solicit for employment any ABPP employees during the term of the contract. ABPP has no authority to contractually refuse to hire vendor's employees who apply through the State of Alabama Personnel Department for State employment.

2.18 Background Check

ABPP hereby reserves the right to conduct background investigations, which may include a criminal and driver history check, on any and/or all of vendor's personnel, to include, but not limited to vendor's officers, representatives, agents, employees, or volunteers who would directly supervise or physically perform the contract requirements at the Board's LIFE Tech Center under the executed contract. Any such officer, representative, employee, volunteer, or agent deemed unsuitable by ABPP must be removed from such service and replaced immediately by vendor. Vendor warrants, however, that, in compliance with vendor's own policies and procedures, that vendor has performed background investigations on its officers, representatives, employees, volunteers, or agents or will do so before placing any such individual at the Board's LIFE Tech Center pursuant to the executed contract. Vendor further warrants that it will be responsible for holding any subcontractors approved by the Board accountable for performing background checks on the subcontractor's officers, representatives, employees, volunteers, or agents before placing any such individual at the Board's LIFE Tech Center.

2.19 Conflicts of Interest

Vendor covenants that it has disclosed, and agrees it is under a continuing obligation to disclose to ABPP, financial, personal, or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which may conflict in any manner with vendor's obligations under the executed contract. Vendor further covenants that it will not employ any person with an existing or potential conflict, financial, personal, or otherwise, to perform services under the contract. Specifically, vendor will not allow any of vendor's officers, representatives, agents, employees, subcontractors, distributors, or volunteers, who would directly supervise or physically perform contract requirements or otherwise interact with or come in contact with residents at the Board's LIFE Tech Center under the contract, with an existing or potential conflict of interest resulting from a relationship with an individual who is under the supervisory, disciplinary, or custodial authority of the State of Alabama, whether by and through the Department of Corrections, the Board of Pardons and Paroles, or another State of Alabama entity. Vendor further covenants that no person has an interest in vendor or in the contract that would violate Alabama law, as well as the laws of any other state and/or federal law.

SECTION III

METHOD OF SELECTION

3.1 Qualifications of Vendor

Vendor will be the sole source of contact for the contract. Vendor will not subcontract any work under the contract to any other firm and will not deal with any subcontractors unless expressly permitted in advance by ABPP. Vendor will be totally responsible for all actions and work performed by subcontractors under the contract. All terms, conditions, and requirements of the contract will apply without qualification to any services performed or goods provided by any subcontractor.

Vendor must have a proven ability to execute an orderly and efficient startup. A detailed plan with a proposed timetable is required for implementation and operation of the system. Services must be operating at required capacity within thirty (30) days of the contract start date.

Vendor must be able to mobilize sufficient personnel to meet the deadlines in the RFP. Vendor must include a description of its qualifications and experience in providing the requested or similar services, including resumes of proposed personnel assigned to the project, stating their education, specialized training, and work experience.

- a) Vendor must have a minimum of three (3) years previous experience with proven effectiveness in administering psychiatric care under or in conjunction with a mental health care program (whether the mental health care program was vendor's comprehensive program or vendor provided psychiatric care to supplement an existing mental health care program) in a state or federal government run correctional, institutional, or residential facility housing adult offenders (inmates or otherwise) with a minimum client population of 250.
- b) Vendor must demonstrate current experience in providing a standard of care that is in compliance with the standards of the American Psychological Association (APA), all applicable Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards when providing services for mental illness, and the standards of the Alabama Department of Mental Health. Vendor must further demonstrate ability to comply with standards specific to ABPP defined in the Board of Pardons and Paroles' Policies, Procedures, Rules, and Regulations, including those specific to the Board's LIFE Tech Program and Drug Treatment Program.
- c) Vendor must demonstrate that its employees or approved subcontractors, who would perform services requiring a license or certification, will have and maintain said required licenses/certifications for the entire contract term. Vendor must specifically demonstrate that psychiatrists or other physicians providing service under the executed contract are licensed to practice as medical doctors in the State

of Alabama and otherwise qualified to practice medicine in the State of Alabama. See Ala. Code § 34-24-50 *et seq.*

- d) Vendor must have the ability to provide or access when necessary technical, administrative, financial reporting, legal counsel, and clinical support, as well as professional development. Vendor must demonstrate the ability to self-monitor and promote accountability through peer review. Vendor must include a detailed plan of regularly scheduled self-monitoring for contract compliance.
- e) Vendor must possess recruiting and retention capabilities for all levels of professional and support personnel.

3.2 Proposal Format

The following information is required:

Transmittal letter, which includes the following statements:

- a) Vendor is the prime vendor and identifying all subcontractors.
- b) Vendor is a corporation or other legal entity that is registered or otherwise legally permitted to conduct business in the State of Alabama.
- c) No attempt has been made or will be made to induce any other person/firm to submit or not to submit a proposal.
- d) Vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
- e) Vendor presently has no interest, direct or indirect, that would conflict with the performance of services under the contract and will not employ, in the performance of the contract, any person having such a conflict.
- f) The person signing the proposal is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above-statements.
- g) Whether there is a reasonable probability vendor is or will be associated with any parent, affiliate, or subsidiary service furnishing any supplies or equipment to vendor that would relate to the performance of the contract. If the statement is in the affirmative, vendor is required to submit with the proposal written certification and authorization from the parent, affiliate, or subsidiary organization granting state and/or the federal government the right to examine any directly pertinent books, documents, papers, or records involving such transactions related to the contract. Further, if at any time after a proposal is

submitted, such an association arises, vendor will obtain a similar certification and authorization, and failure to do so will constitute grounds for termination of the contract at the option of ABPP.

- h) Vendor agrees that, if applicable, any lost or reduced federal matching funds resulting from unacceptable performance in a vendor task or responsibility defined in the RFP will be accompanied by reductions in state payments to vendor at the option of ABPP. Given that federal grant awards to ABPP may involve services and programs above and beyond the scope of work specified in the contract, ABPP will not be compelled to share such monies with vendor.
- i) Vendor has not been retained, nor retained a person, to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by vendor for the purpose of security business. For breach of this provision, ABPP will have the right to reject the proposal, terminate the executed contract, and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or other benefit.

Vendor will include, if applicable, an overview of its organizational structure and that of any subcontractor. The following points should be addressed, where applicable (if not applicable, denote so and explain why the points are not applicable):

- a) Date established;
- b) Governance;
- c) Number of personnel, full or part time, who would be assigned to this project by function and job title;
- d) Information technology resources that provide the ability to generate accurate operational, clinical, and financial data on a regular basis;
- e) Location of the project within vendor's organization;
- f) Relationship of the project to other lines of business and related organizational chart(s);
- g) List by name, address, telephone number, and contract administrator at all state or federally operated correctional, institutional, and/or residential facilities where vendor is currently providing psychiatric services, and the length of time that each contract has been in effect;
- h) List by name, address, telephone number, and contract administrator all facilities, whether government (state or federal) owned and/or operated or otherwise, where

vendor has terminated services, for whatever reason, in the past three (3) years and list reason for termination;

- i) Submit three (3) references with which vendor has contracted services that are comparable to ABPP's LIFE Tech program. These references will include the name of the firm or other state or federal departments and the name, address, and telephone number of the contact person. Employees and subcontractors of vendor may not be listed as references or contact persons;
- j) Provide a synopsis of past and current lawsuits inclusive of class actions from the year 2000 through the present in which vendor or vendor's parent company were named as a defendant or plaintiff and the status of those lawsuits;
- k) Provide a copy of audited financial statements for the most recent fiscal year, and two (2) prior years, including explanations, footnotes, and/or accountant's qualifications, supporting vendor's financial capability to undertake and complete the performance of the contract;
- l) Vendor must have capability to supervise, monitor, and ensure satisfactory provision of services. Vendor may provide for, at vendor's option, on-site administrators and support personnel, as well as professional personnel, including nurses beyond the minimum requirements set forth herein. Vendor must continuously review and monitor services provided for quality control and improvement;
- m) Vendor must be capable of providing (or assist with providing) relevant training to vendor's personnel, as well as ABPP LIFE Tech employees whose jobs interact or services overlap with vendor (i.e., nursing staff, treatment program personnel, drug treatment counselors). However, vendor must supply its own support, clinical, and nursing staff, if needed, and may not use ABPP's nursing staff or any other ABPP employees to perform services to be provided by vendor under the contract;
- n) Vendor's corporate office must be registered with the Secretary of State to do business in the State of Alabama. Vendor must complete a Corporate Acknowledgement Affidavit, attached hereto as Appendix G; and
- o) Vendor must retain appropriate local in-state legal counsel to assist both ABPP's legal department when requested and provide legal representation to vendor in contractual and litigation matters related to the provision and delivery of services under the contract.

3.2.01 On-Site and Off-Site Services

State how on-site and off-site psychiatric care will be provided to LIFE Tech residents and services coordinated with other state agencies. Vendor must demonstrate an

understanding of each service. Vendor must include a detailed description of each service identified and explain how vendor plans to approach the service.

3.2.02 Personnel Services

Vendor will address the following topics, where applicable (if not applicable, denote so and explain why the topics are not applicable):

- a) Recruitment and retention practices;
- b) Equal employment opportunities;
- c) Licensure/certification requirements;
- d) Staff development and training plan;
- e) Orientation of new personnel and a training program for employees new to institutional/residential settings concerning appropriate interaction with offenders;
- f) Officers and offenders;
- g) Staff in-service training;
- h) Staff turnover (how it will be handled);
- i) Staff retention plan (how current contract staff will be retained when appropriate including a discussion of health care and retirement benefits); and
- j) A detailed staffing schedule, including an organizational management supervision plan and a plan for providing adequate staffing levels during periods of personnel shortages.

3.2.03 Support Services

Vendor must, whether through support services or otherwise, continuously review and monitor services provided for quality control and improvement and provide a detailed plan for achieving quality control and improvement. Vendor must also specify a detailed plan for controlling costs. Address the mechanism by which vendor plans to control costs, areas in which cost savings will be achieved, and evidence of the prior success of such a cost containment program.

3.2.04 Management Information System

Vendor will develop a system for collecting and analyzing trends in services provided. Vendor will establish and pay for its computers, access lines, and associated services.

ABPP will not provide vendor with any connectivity or access to ABPP's intranet/Internet system.

3.2.05 Complaint Procedures

Vendor will specify the policies and procedures to be followed in dealing with resident complaints and grievances regarding any aspect of psychiatric care delivery provided by vendor.

3.2.06 Strategic Planning and Consultation

Vendor will indicate the capability for strategic operational planning. It is the expectation of ABPP that the successful vendor will assist in the planning and development of a program to deliver cost effective psychiatric services, coordinated with the Board's existing treatment program and other LIFE Tech programs.

3.2.07 Contract Implementation

Vendor must demonstrate prior ability to perform an orderly and efficient contract implementation. A detailed implementation plan must be submitted describing how the following issues will be handled:

- a) Proposed timetable for implementation and operation and a statement relating to vendor's ability to meet stated and required deadlines;
- b) Recruitment capabilities, including interviewing current contract staff;
- c) Transfer of personnel and training records of employees who will be retained;
- d) Vendor's ability to supervise and monitor the transition and to ensure the satisfactory and continued provision of services to LIFE Tech residents; and
- e) Staff training on vendor's policies and procedures, including the transition process from current policies and procedures.

Cost proposals will include initial, itemized, and comprehensive base cost and an outline of requested options outside the base cost. Base cost will be the monthly cost per LIFE Tech resident.

3.3 Method of Selection

Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in this RFP. The selection process may, however, include a request for additional information or an oral presentation to support vendor's written proposal. ABPP reserves the right to award the contract to a vendor other than the lowest-priced vendor, if a higher-priced proposal provides the best value as determined by ABPP. Any vendor

whose proposal does not meet the mandatory requirements and does not provide a primary proposal that meets all the required specifications of the RFP will be considered non-compliant. Proposal evaluations will be scored and based on the response to the requirements of this RFP and held as the primary proposal. Alternative proposals will not be considered as the basis for the evaluation of the successful bidder. All proposals received will become the property of ABPP. ABPP further reserves the right to use for its benefit the ideas contained in proposals received. After the evaluation of proposals received and selection of the successful vendor, all vendors will be notified in writing regarding the selection.

Evaluation criteria and scoring are as follows:

	<u>Proposal Criteria</u>	<u>Percentage of Value</u>
1.	Vendor Qualification/Experience	15 %
2.	Financial Stability	5 %
3.	Support Services	5 %
4.	Personnel and Training	5 %
5.	Information Technology and Reporting	5 %
6.	References	5 %
7.	Previous Litigation and Legal Counsel	5 %
8.	Contract Implementation/Monitoring Plan	5 %
9.	Adaptability	5 %
10.	Cost Containment Program	5 %
11.	Price – Total for first two (2) years	40 %
		<hr/>
Total =		100 %

3.4 Definitions

Definitions for this RFP are provided as follows:

- a) “ABPP” or “the Board” – the Alabama Board of Pardons and Paroles.

- b) Authorized Representative or Designee – any person or entity duly authorized and designated in writing to act for and on behalf of either party to the executed agreement or contract, which designation has been furnished to all the parties herein.
- c) Contract – refers to the awarded contract, executed by ABPP and the successful vendor.
- d) Contractor – the successful vendor selected through the proposal process for the contract award, who has executed the contract.
- e) Court Orders – any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation which are applicable to the operation, management, or maintenance of the facility or related to the care of offenders/residents at the facility.
- f) Fiscal Year – each one-year period beginning October 1 and ending September 30 that is used for budgeting and appropriation purposes by the State of Alabama.
- g) Offender or LIFE Tech Resident (Resident) – offender residents at LIFE Tech who will receive services under the executed contract and who have been sentenced to the custody of the Alabama Department of Corrections (ADOC), but have been paroled by the Board of Pardons and Paroles before the end of their sentence to complete the Board’s four (4) phase LIFE Tech program as a condition of their parole; technical and other parole violators whose parole has been reinstated by the Board, conditioned upon the completion of the ninety (90) day Restart Program at LIFE Tech; offenders placed on probation by the sentencing court with the completion of LIFE Tech as a condition of their probation; and offenders who have been sentenced to the custody of the ADOC, but qualify to participate in ADOC’s Supervised Reentry Program (SRP). The Board’s Wetumpka LIFE Tech Center houses only female residents at this time.
- h) RFP – this Request for Proposal, together with all amendments and addenda thereto.
- i) “Services” or “Work” – all goods, products, services, and deliverables as described and required in the RFP, plus those goods, products, services, and deliverables as may additionally be described and provided for in vendor’s proposal.
- j) Standards – all applicable federal and state laws, constitutional requirements, court orders, and ABPP rules, policies, and procedures, including those ABPP rules, policies, and procedures specific to the Board’s LIFE Tech Center/Program and the LIFE Tech Treatment Program. If there is a conflict between any of these

standards and this RFP or the contract, the controlling law will apply and otherwise ABPP will determine which rule, policy, and procedure will apply.

- k) State – the State of Alabama or the Alabama Board of Pardons and Paroles. These terms may be used interchangeably.
- l) Vendor – any corporation, legal entity, or individual qualified under Alabama law to respond to this RFP and provide the services requested herein.

SECTION IV

CERTIFICATIONS

4.1 Indemnification and Liability

Vendor will defend, indemnify, and hold harmless the State of Alabama, the Board of Pardons and Paroles, and the Board's officers and employees against any and all claims, loss, actions, suits, demands, proceedings, costs, damages and liabilities, including court costs and attorneys fees, which may hereinafter be sustained, incurred, required, or ordered as a result of any acts or omissions of vendor—including, but not limited to vendor's negligence, gross negligence, wantonness, deliberate indifference, criminal negligence, or willful disregard of proper or lawful written instructions from ABPP, including the acts or omissions of vendor's officers, agents, representatives, employees, servants, distributors, subcontractors, vendors, volunteers, and/or suppliers of subcontractors, arising out of vendor's performance or non-performance of the services and duties stated in this RFP or in the execution or performance of the executed contract.

Vendor shall be fully responsible for defending and liable for all suits, claims, losses, and expenses, including reasonable attorney fees, arising out of vendor's performance or non-performance of the services and duties stated in this RFP or the executed contract.

Vendor will defend, indemnify, and hold harmless the State of Alabama, the Board of Pardons and Paroles, and the Board's officers and employees against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon ABPP because of a bodily injury, death, or property damage (real or personal), including loss of use thereof, arising out of or as a consequence of the breach of any duty or obligations of vendor arising out of vendor's performance or non-performance of the services and duties stated in this RFP or under the executed contract, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence of vendor, vendor's officers, agents, representatives, employees, servants, distributors, subcontractors, vendors, volunteers, and/or suppliers of subcontractors, in connection with or incident to the performance of the contract, or arising out of worker compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of vendor and/or subcontractors, or claims under similar such law or obligations. Vendor obligation, under this section, will not extend to any liability caused by the sole negligence of ABPP or its officers and employees.

Vendor will, at its expense, defend ABPP against all claims asserted by any person or entity that anything provided by vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against ABPP in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against ABPP for its use or operation of items provided by vendor hereunder or any part thereof by reason of any alleged infringement, vendor will, at its expense, either: (i) modify the item so that it

becomes non-infringing; (ii) procure for ABPP the right to continue to use the item(s); (iii) substitute for the infringing item other item(s) having at least equivalent capability; or (iv) refund to ABPP an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs ABPP may incur to acquire substitute supplies or services.

ABPP assumes no liability for actions of vendor and is unable to indemnify or hold vendor harmless for claims based on the contract or use of vendor provided supplies or services.

Vendor will provide legal representation, at own expense, in defending all suits against vendor or vendor's officers, agents, representatives, employees, servants, distributors, subcontractors, vendors, volunteers, and/or suppliers of subcontractors. Vendor will pay all judgments and costs rendered against vendor or vendor's employees in said suits.

4.2 Liability Coverage

Before signing the contract, vendor, as well as any of vendor's approved subcontractors, must file with ABPP a certificate from vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Medical Malpractice Liability insurance must be no less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. Vendor must carry comprehensive general liability insurance coverage with \$1,000,000 combined single limit for personal injury and property damage that incorporates said coverage for all of vendor's employees and subcontractors. This coverage is required to extend to services performed at the various facilities and institutions where services will be provided under the contract. Vendor will also be required to provide a certificate naming ABPP as an additional insured prior to contract execution. Vendor must carry vehicle insurance meeting state law requirements. Vendor must have Worker's Compensation and Employer's Liability Coverage. Vendor will maintain public liability, casualty, and auto insurance in sufficient amounts to protect ABPP from liability for acts of vendor and risks and indemnities assumed by vendor. If vendor does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence and \$100,000 per occurrence for property damage, vendor must inform ABPP and seek written permission for lesser coverage.

4.3 Notice to Parties

Any notice given to ABPP under the contract will be submitted in a timely manner. Notices must be mailed to the Alabama Board of Pardons and Paroles, ATTN: Executive Director Cynthia S. Dillard, 301 South Ripley Street, Montgomery, Alabama 36104 with a copy to Meridith H. Barnes, Alabama Board of Pardons and Paroles, Legal Division, 301 South Ripley Street, Montgomery, Alabama 36104. Notices to vendor will be mailed to the address shown in its submitted proposal. Notices will be sent by United States registered or certified mail, return receipt requested, postage and fee prepaid. Any such notice properly mailed by U.S. registered or certified mail shall be deemed delivered when mailed.

Vendor shall promptly notify the Board in writing of: (1) any legal judgment entered against it regarding malpractice or negligence; (2) any legal judgment or governmental action against it, which may affect the Board and/or vendor's ability to perform the required services under the executed contract, including but not limited to, any action for professional negligence, fraud, violation of any law, or against any license, certification or accreditation held by contractor; (3) any other matter that may impair contractor's ability to carry out the terms and conditions of the executed agreement.

Both parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Both parties will share information, provide timely notification to one another in the event of a claim against either party, and present a collaborative defense against such claims. There will be no settlement of any claim by either party without consultation with the other party.

4.4 Legal Compliance

Vendor certifies compliance or agreement to comply with the following legal requirements and that it is not barred from being awarded a contract or subcontract due to violation of or inability or unwillingness to comply with those requirements:

- a) Vendor is listed with the Department of Finance's Division of Purchasing as a professional service provider or, alternatively, listed as a qualified physician with the Alabama Medical Licensure Commission. *See Ala. Code § 41-16-72(2) and (4).*
- b) No person or business entity will be awarded a contract or subcontract if that person or business entity: (1) has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business will be barred from contracting with ABPP as a result of the conviction of any employee or agent of the business if the employee or agent is no longer employed by the business and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business.
- c) When an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

4.5 Felony Conviction

Unless otherwise provided, no person or business entity convicted of any felony will do business with ABPP from the date of conviction until five (5) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

4.6 Inducements

Any person who offers or pays any money or any thing of value to any person to induce him or her not to submit a proposal in response to this RFP is guilty of a felony. Any person who accepts money or any thing of value for not submitting a proposal on the RFP or who withholds a proposal in consideration of the promise for the payment of money or other valuables is also guilty of a felony.

Vendor is prohibited from entering into financial agreements with employers or other independent vendors or subcontractors who grant monetary awards for limiting the level or availability of services.

4.7 Reporting Anticompetitive Practices

When, for any reason, vendor or designee suspects collusion or any other anticompetitive practice among any vendors or employees of ABPP, a notice of the relevant facts will be transmitted to the ABPP Executive Director's Office and the Office of the Alabama Attorney General. This includes reporting any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, request for proposal documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

4.8 Drug-free Workplace

Vendor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance will be eligible for the contract. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of the contract, termination of the contract, and/or debarment of contracting opportunities with ABPP for at least one (1) year, but not more than five (5) years.

Vendor certifies and agrees to provide a drug free workplace by:

- a) Publishing a statement for the purpose of: (1) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in vendor's workplace;

(2) specifying the actions that will be taken against employees for violations of such prohibition; and (3) notifying the employee that, as a condition of employment on such contract, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

- b) Establishing a drug free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) Vendor's policy of maintaining a drug free workplace;
 - 3) Available drug counseling, rehabilitation, and employee assistance programs;
 - 4) Penalties that may be imposed upon employees for drug violations.
- c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- d) Notifying ABPP within ten (10) days after receiving notice under subsection (a) (3) above from an employee or otherwise receiving actual notice of such conviction.
- e) Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act (Public Law; 100-690; 15 U.S.C. Section 5110).
- f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation. Vendor must indicate that a trained referral team is in place.
- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act (Public Law; 100-690; 15 U.S.C. Section 5110).

Vendor understands and agrees that the administration and storage of controlled substances and/or prescription legend drugs at the Board's LIFE Tech Center will be in compliance with all applicable federal Drug Enforcement Administration ("DEA") regulations and all other applicable federal, state, and local laws, rules, and regulations.

4.9 Equal Employment Opportunities – Affirmative Action/Sexual Harassment

Vendor will and must certify compliance with the following:

- a) Have written sexual harassment policies that will include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) vendor's internal compliance process including penalties; (v) the legal recourse, investigative and complaint process available through vendor; (vi) directions on how to contact vendor; and (vii) protection against retaliation.
- b) Provide such information, with respect to its employees and applicants for employment.
- c) Comply with the regulations, procedures, and requirements of ABPP concerning equal employment opportunities and affirmative action;

4.10 Performance Subject to Law

Vendor will comply and certify compliance with all applicable federal, state, and local laws, rules, and regulations relating to nondiscrimination and confidentiality: Title VII of the Civil Rights Act (1964); Title IX of the Education Amendments (1972); Section 504 of the Rehabilitation Act (1973) as amended (29 U.S.C. 794) and requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto; the Americans with Disabilities Act (1990); the Age Discrimination Act (1975), the Drug Abuse Office and Treatment Act (1972); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act (1970); Sections 523 and 527 of the Public Health Services Act; the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.

- a) None will discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, except where race, color, religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of business.
- b) Vendor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4.11 Publicity and Propaganda

None of the funds, materials, property, and/or services provided by the Board under the executed contract or provided under any Board contract will be used for publicity or propaganda purposes concerning state or federal statutes; legislation pending before the

state legislature or federal congress; or regulations of federal, state, or local governments. None of the funds, materials, property, and/or services provided directly or indirectly under this or any Board contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

4.12 Additional Certifications

Vendor understands and agrees to comply with all applicable federal, state, and local laws, rules, regulations, Presidential Executive Orders, Congressional Acts, and related amendments, including, but not limited to the following:

a) Certification Regarding Lobbying (45 C.F.R. Part 93).

If applicable, vendor certifies to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, *see* www.whitehouse.gov/omb/grants/sfillin.pdf.
3. Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (45 C.F.R. Part 76, Section 510).

If applicable, vendor understands that, in accordance with Executive Order 12549 Debarment and Suspension, 45 C.F.R. Part 76, Section 510, Participants' Responsibilities, the Board cannot make subgrants or permit contracts or subcontracts at any tier to any party, which is debarred or suspended or otherwise excluded from or ineligible for participation in any federal assistance programs in accordance with the Department of Health and Human Services regulations. As such:

1. Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
2. Where vendor is unable to certify the above statement (VI.B.1.), such prospective participant shall attach an explanation.
3. Vendor further understands and agrees that it will include the above statements (VI.B.1- 2.) in all of its contracts, subcontracts, grants, subgrants, and any other documents resulting from or related to the executed contract.

c) Certification Regarding Environmental Tobacco Smoke (PL 103-227; Pro-Children Act of 1994).

If applicable, vendor understands that Public Law 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source or applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. As such:

1. Vendor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
2. Vendor further certifies that it will require that the language of this certification be included in all of its contracts, subcontracts, grants, subgrants, and any other documents resulting from or related to the executed contract, which contain provisions for children's services and that all subrecipients shall certify accordingly.

4.13 Confidentiality and Use of Work Product

- a) Any documents or information obtained by vendor from ABPP in connection with the contract will be kept confidential and will not be provided to any third party unless ABPP approves disclosure in writing. All work products produced under the contract including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of ABPP. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software where applicable) that vendor previously developed and brings to ABPP in furtherance of performance of the contract will remain the property of Vendor. Vendor grants ABPP a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.
- b) Vendor will assume risk of loss until delivery to the designated facility.
- c) Vendor will do nothing to prejudice ABPP's efforts to recover against third parties for any loss, destruction, or damage to State property and will, at its request and expense, furnish to ABPP reasonable assistance and cooperation, including the production of documents and information and assistance in the prosecution of suit and the execution of instruments of assignment in favor of ABPP in obtaining recovery.

4.14 Warranty

- a) Vendor warrants that all services will be performed in a good and professional manner.
- b) Unless otherwise specified in this section, supplies used by vendor in the performance of the contract will be new, unused, of most current manufacture, and not discontinued. All supplies will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standardized warranty, and will perform in accordance with manufacturer's published specifications. These are minimum requirements that may be modified by specific provisions of the contract.

- c) Vendor warrants that it has the title to, or the right to allow ABPP to use, the supplies, materials, equipment, and services provided by vendor under the contract and ABPP will have use of such supplies, materials, equipment and services without suit, trouble, or hindrance from vendor or third parties. Vendor further warrants that no infringements, prohibitions, or restrictions are in force that would interfere with the use of such supplies, materials, equipment and/or services leaving ABPP liable.

4.15 Breach and Other Cause for Termination

ABPP may terminate the contract without penalty to ABPP or further payment required in the event of:

- a) Any breach of the contract that, if it is susceptible of being cured, is not cured within thirty (30) days of ABPP giving notice of breach to vendor including, but not limited to: failure of vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance.
- b) Commencement of a proceeding by or against vendor under the United States Bankruptcy Code or similar law; or any action by vendor to dissolve, merge, or liquidate.
- c) Material misrepresentation or falsification of any information provided by vendor in the course of any dealing between ABPP and vendor or between vendor and any State of Alabama entity.

4.16 Entire Contract

The contract, including any attachments, will constitute the entire contract between vendor and ABPP. Any modifications and waivers must be in writing and signed or approved by authorized representatives of vendor and ABPP to be binding. If any term or condition of the contract is declared void, unenforceable, or against public policy, or if any provision of the shall contravene any state or federal statute or constitutional provision or amendment, either now in effect or which may, during the course of the agreement, be enacted, such shall be modified to reflect the parties' intention(s) and all remaining provisions of the contract shall remain in full force and effect. In any event, the contract will be interpreted as far as possible to give effect to the parties' intent.

4.17 Applicable Law

The executed contract shall be governed by the laws of the State of Alabama as to interpretation, construction, and performance.

All services under the contract will be performed in accordance with applicable state and federal law, statutes, provisions, and regulations. Vendor will also comply with any

federal court orders that pertain to the State of Alabama for which ABPP is statutorily responsible.

For any and all disputes arising under the terms of the contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General of the State of Alabama, to consider settlement of such disputes, by utilizing appropriate forms of non-binding alternative dispute resolution, including, but not limited to mediation, by and through the Alabama Attorney General's Office Division of Administrative Hearings or, where appropriate, by and through private mediators. In the event of failure to resolve matters of dispute as stated above, the sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

SECTION V

STATEMENT OF WORK

5.1 Purpose

It is the intent and purpose of ABPP that all LIFE Tech residents receive adequate mental health care, including psychiatric care when necessary. ABPP seeks to provide a combination of services through its current treatment program and by vendor.

The Board specifically seeks to provide psychiatric care as a component of its LIFE Tech Transition Center Program through a vendor who will collaborate with the Board's existing LIFE Tech Substance Abuse Treatment Program, which incorporates a degree of mental health care. The objective of this RFP is to secure a qualified vendor who can manage and provide comprehensive quality psychiatric services in a cost-effective manner to support and extend mental health services provided by ABPP through the substance abuse treatment program.

5.2 Services to be Provided

Vendor must coordinate psychiatric services with the Board's existing substance abuse program, maintaining an open, collaborative relationship with the Board's Treatment Program Director and Clinical Supervisor, as well as other LIFE Tech personnel.

Services provided to residents will be constitutionally adequate, humane, and necessary, in compliance with the accepted standards of the American Psychological Association (APA), all applicable Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards when providing services for mental illness, the standards of the Alabama Department of Mental Health and other standards as may be defined in the Board of Pardons and Paroles' Policies, Procedures, Rules, and Regulations, including those specific to the Board's LIFE Tech Program and Drug Treatment Program.

Vendor must develop and implement policies and procedures; comply with all state licensure requirements and standards regarding the delivery of psychiatric care; maintain acceptable minimum staffing levels; and report and otherwise maintain accountability to ABPP.

The Board anticipates a requirement of twenty (20) hours a month worked by an on-site psychiatrist to address the needs of its current LIFE Tech population. The psychiatrist's hourly rate will not exceed \$150.00 per hour (to include the base rate, itself, malpractice insurance, benefits, and administrative costs). Any additional services provided by vendor beyond the minimum requirements of this RFP, to include support and nursing staff, will be included in vendor's proposed hourly rate. The Board will require a minimum of twenty (20) hours a month from a single (or multiple) on-site psychiatrist(s), with access to a twenty-four (24) hour, seven (7) day a week emergency on-call psychiatrist. The executed contract will make accommodation for unanticipated LIFE

Tech resident population expansion or unanticipated service needs, which may require more than twenty (20) hours of service per month. Vendor will receive payment for actual services rendered.

Psychiatric Services must be provided by a licensed, certified psychiatrist (MD, DO), who may require mental health support staff to perform services under the contract (i.e., a Mental Health Professional (MHP), Mental Health Nurse (RN, LPN), Clinical Registered Nurse Practitioner (CRNP)) or clerical/support staff. Psychiatrists or other physicians providing service under the executed contract must be licensed to practice as medical doctors in the State of Alabama and otherwise be qualified to practice medicine in the State of Alabama. *See Ala. Code § 34-24-50 et seq.* Individuals prescribing medication must be duly qualified, certified, and/or licensed to do so under Alabama law. Nurses provided by vendor must be licensed to practice nursing in the State. *See Ala. Code § 34-21-1 et seq.*

Vendor will be responsible for administrating psychiatric services provided and coordinating with the Board's existing Substance Abuse Treatment Program to provide quality and accessible comprehensive psychiatric/mental health care services for LIFE Tech residents. Vendor will work closely with the Board's Wetumpka LIFE Tech Director, Treatment Program Director, and Clinical Supervisor.

5.3 Intake Mental Health Assessment

The intake process will be initiated upon a resident's arrival to Wetumpka LIFE Tech. Intake is among the most critical aspects of mental health services. The process will be performed by LIFE Tech Personnel, including Treatment Program personnel. All residents will be screened by LIFE Tech Treatment Program personnel and, if/when appropriate, referred to an advanced level provider. Vendor will assess, diagnose, and treat those residents referred to vendor during this process, as well as those residents referred to vendor at any point during the LIFE Tech program.

Residents who have been referred to vendor will have a complete mental status and psychiatric evaluation/examination. Vendor will develop or assist with developing a treatment plan for referred residents, to be implemented by LIFE Tech Treatment Program personnel. (Residents in need of mental health services, but not initially referred to an advanced level provider, will have treatment plans developed and implemented by ABPP Treatment Program personnel).

When a resident arrives at LIFE Tech with a current psychotropic medication order, vendor will be contacted to schedule the resident for a psychiatric evaluation and psychotropic medications accompanying the resident when entering LIFE Tech will be transferred to the LIFE Tech nurse to be stored.

When the reception screening suggests that a resident may be at risk for harm to self or others or may be experiencing acute psychosis: 1) the on-site psychiatrist will be contacted immediately to evaluate the resident, and 2) if the on-site psychiatrist is not

available, then the resident will be placed on watch status until the evaluation can be completed and the on-call psychiatrist will be contacted for additional instructions.

LIFE Tech personnel, including Treatment Program personnel, will refer a resident for a psychiatric evaluation if (but not limited to incidents when) the resident reports a history of psychiatric treatment, suicidal acts/ideation, and unprovoked physical violence toward others or when the resident's presentation suggests the need for psychiatric evaluation.

5.4 Review of Mental Health Requests/Referral Process

Daily review of mental health requests/complaints from residents will be reviewed by LIFE Tech Treatment personnel. Each resident is assigned to their own LIFE Tech treatment counselor who will receive face-to-face requests/complaints and pass them on to the LIFE Tech Clinical Supervisor, who will in turn pass them on to the LIFE Tech Treatment Program Director. The Treatment Program Director will make an immediate referral to vendor for an on-site appointment (or to another high level practitioner, i.e., medical doctor) as necessary.

Vendor will refer residents to for inpatient treatment as needed. Upon such a referral, immediately notify the LIFE Tech Treatment Program Director and Wetumpka LIFE Tech Director.

When LIFE Tech qualified mental health professionals are not on duty within a 24-hour period, health-trained staff, (i.e., the LIFE Tech nurse), will receive and respond to (if capable) resident requests until qualified LIFE Tech professionals return to duty.

When responding to a mental health emergency, on-duty LIFE Tech staff will contact the on-call psychiatrist. The name, address, and telephone number of the on-call psychiatrist will be made available to all LIFE Tech staff.

All resident mental health requests are to be tracked through completion.

5.5 Continuity of Care

LIFE Tech seeks to provide residents with diagnostic services to modify treatment plans as appropriate. Vendor will order and complete tests in a timely manner and there will be evidence in the record of the treating psychiatrists review of results. If changes in treatment are indicated: 1) the changes will be implemented or 2) clinical justification for an alternative course will be noted. Medications (prescription and otherwise) and other therapies will be made available for resident self-administration as prescribed and/or ordered by the treating psychiatrist. Clinic appointments will be met. The treating psychiatrist is responsible to ensure continuity of care from admission to discharge.

5.6 Administrative

In addition to providing a combination of on-site and off-site psychiatric services, vendor will be responsible for the following:

- a) Recommending new or adjustments to existing policies, procedures, and protocols.
- b) Ensuring that vendor reports any problems and/or unusual incidents to the Board's Treatment Program Director and LIFE Tech Director, who will report the same up the ABPP chain of command.
- c) Meeting with the LIFE Tech Treatment Program Director and LIFE Tech Wetumpka Director at least once a month to discuss problems and progress in the fulfillment of contractual requirements.
- d) Developing/providing a mechanism to review cost containment procedures. Results will be reported to ABPP at the monthly administrative meetings with the LIFE Tech Treatment Program Director and LIFE Tech Wetumpka Director.

5.7 Discharge Planning

Discharge planning is the process of providing sufficient medications and arranging for necessary follow-up mental health services before the resident's reentry into the community. Discharge planning includes the following: 1) formal linkages between the facility and community-based organizations, 2) lists of community providers, 3) discussions with the resident that emphasize the importance of appropriate follow-up and aftercare, and 4) the provision of information concerning specified appointment(s) and medications that are arranged for the resident prior to the resident's graduation. When care of the resident is transferred to community providers, information is shared with the new providers in accordance with applicable consent requirements.

Upon graduation from LIFE Tech, residents will have appointments scheduled with local mental health providers and/or psychiatrists, when applicable, to ensure the continuation of mental health treatment and psychiatric care. Vendor will be responsible for ensuring that residents referred for psychiatric care have their transitional/follow-up needs met by referring graduating residents to a local community psychiatrist.

LIFE Tech staff will be responsible for ensuring residents leave LIFE Tech with a thirty (30) day supply of currently prescribed medications. The thirty (30) day supply will exclude narcotics.

LIFE Tech staff will assist residents in their application to entitlement programs.

5.8 Emergency Services

Vendor will make provisions for and be responsible for all costs associated with twenty-four (24) hour emergency psychiatric on-call services.

5.9 Medical Waste Disposal

If applicable, vendor will be responsible for the collection, storage, and removal of any medical waste containers in compliance with all applicable federal and state guidelines and regulations for the disposal of hazardous waste. Bio-hazard training for Vendor's personnel working with medical waste, medical spills, or bio-hazards will be conducted and in-service updates and training provided regularly, but no less than annually.

5.10 Ensuring Quality Care and Services

- a) Vendor will specify guidelines and procedures for ensuring that quality care and services are provided to LIFE Tech residents. Vendor will establish a method for evaluating care provided to residents on-site for quality, appropriateness, continuity of care, and recommendations for improvement.
- b) Vendor will provide a management information system capable of providing statistical data necessary for the evaluation and monitoring of services.
- c) Information gathered by vendor will be utilized for the preparation of the following:
 - 1) Monthly service reports;
 - 2) Reports for administrative meetings with ABPP; and
 - 3) Semi-annual and annual reports for the analysis of services provided.
- d) Data collection will be monitored. Monthly reports will be generated and presented for discussion. Significant variances in the data will be investigated and discussed during monthly meetings. The reports will be presented in a form and manner deemed acceptable by both parties.

5.11 Mortality and Peer Review Process

Peer Review

Vendor will provide for psychiatrist peer review for quality control purposes. The program will consist of on-site psychiatrist time approximately every four (4) months/three (3) times a year to conduct chart reviews in the following areas: in-patient referrals; specialty referrals; off-site procedures; patient encounters; prescribing patterns.

Mortality Reviews

- a) Vendor shall participate in a mortality/peer review upon the death of any LIFE Tech resident within thirty (30) days after the death of any resident. The nature, scope, and extent of participation of each such mortality/peer review shall be determined on a case by case basis.

- b) The mortality/peer review process is intended to be confidential and privileged from disclosure in litigation. All steps necessary will be taken to protect and maintain the confidentiality of any and all documents created, drafted, or otherwise prepared during the mortality/peer review process, unless required to do otherwise by a court of competent jurisdiction.
- c) Vendor and ABPP will not disseminate, circulate, distribute, or otherwise communicate any findings made or conclusions reached during the mortality/peer review process and/or the contents of any documents created, drafted or otherwise prepared during the mortality/peer review process.

5.12 Infection Control Program

Vendor must conform to standard hygiene practices and precautions to minimize the incidence of infectious and communicable diseases among LIFE Tech residents and employees. Vendor must be aware of infection control matters and ensure that vendor, vendor's employees and/or subcontractors receive infection control orientation and annual updates.

Vendor will establish an Infection Control Program based on Centers for Disease Control and Prevention (CDC) standards, Alabama Department of Public Health (ADPH) regulations, and ACA and NCCHC guidelines.

- a) Vendor must establish and enforce infection control processes and activities related to surveillance, prevention and control of infections, employee training and education, and reporting processes according to state and federal law.
- b) Vendor will provide a copy of their Infection Control Program, with supplemental updates, to ABPP and will be responsible for working with designated LIFE Tech personnel in establishing, maintaining, and monitoring said program.

5.13 Program Equipment/Supplies

The successful vendor will work with ABPP in projecting equipment needs for program support and vendor will be financially responsible for bearing the cost of all such equipment, as well as for covering the cost of all other materials and supplies utilized by vendor (and, if applicable vendor's subcontractors) in day to day operations. Vendor will not be responsible for equipment, materials, and supply costs incurred and required and used by the Board's LIFE Tech Treatment Program personnel and other employees as approved by the Board. Specifically, vendor is responsible for purchasing and maintaining all supplies, including, but not limited to: forms, office supplies, medical and mental health record supplies, books, periodicals, and administrative supplies necessary to carry out the performance specifications of this RFP and the executed contract. Vendor will be responsible for purchasing all additional consumable supplies.

5.14 Prescriptions

Vendor (vendor's treating psychiatrist) will be responsible for prescribing medication for those residents referred for psychiatric treatment by the LIFE Tech Treatment Program Director.

ABPP's nursing staff will be responsible for securely and safely storing, making available, and overseeing residents' self-administration of all medication (prescription and otherwise). When the nursing staff is not available, LIFE Tech probation and parole officers, or other designated LIFE Tech staff will make available resident medication for self-administration.

Resident usage of all pharmaceuticals, including psychotropic medications, will be closely monitored by LIFE Tech personnel. Any medication prescribed by the treating psychiatrist that cannot be self-administered must be administered by the treating psychiatrist.

5.15 Laboratory

Laboratory services will be performed at a local hospital or qualified laboratory nearest the institution to the LIFE Tech Center. Vendor will be responsible for ordering lab work necessary for performing services hereunder. Vendor will be responsible for all costs associated with laboratory services requested by vendor, unless otherwise agreed upon by ABPP.

5.16 Medical Records

- a) Vendor is responsible for the maintenance, retention, and timely transfer of a complete, standardized problem oriented medical record for all residents in receipt of services in accordance with prevailing medical regulations governing confidentiality, retention, and access. ABPP will provide vendor with a copy of the treatment program file of each resident referred to vendor for psychiatric care. Residents will sign a waiver permitting ABPP to release said information to vendor. Vendor will keep separate files from each LIFE Tech Treatment Program file per referred resident.
- b) Vendor will ensure that medical records are complete, filed promptly, and contain accurate legible entries.
- c) Medical records must be kept up to date and be available at all times.
- d) Vendor must have written policy and procedures for maintaining a unified record system to include emergency information transfer capability: vendor will develop a procedure for the transfer of pertinent information to the on-call psychiatrist or hospital.
- e) Resident medical files/records are confidential. Only authorized employees of vendor and ABPP are allowed access to a resident's medical record. Access to files will also

be in accordance with the rules established by ABPP. Vendor will strictly adhere to all policies and procedures for safeguarding the confidentiality of such files. ABPP will approve all forms developed by vendor. Vendor will obtain signed consent forms from a resident when necessary and such forms will be placed in the resident's medical record. Vendor must comply with all applicable state and federal laws, rules, and regulations regarding the confidentiality of resident medical records.

Accordingly, vendor understands and agrees that said information may be shared for treatment, payment, and healthcare operations as authorized by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and related regulations.

Vendor will comply with HIPAA and will be responsible for vendor's own data.

When vendor shares data with ABPP or ABPP shares data with vendor, the other party will (1) use it only for the intended purpose(s), (2) ensure that only those having need or right will have access to it, (3) destroy or return such data to the other if and when as necessary, (4) promptly report any breaches to the other party, and (5) cure such breaches within ten (10) working days and advise the other party. The parties hereby agree that failure to comply with these requirements may require sanctions, up to and including, the termination of the contract.

- f) Vendor will at its own cost provide health records' forms, jackets, and other materials necessary to maintain sections of records for which vendor is responsible.
- g) All medical records will be the property of ABPP; however ABPP will provide vendor with reasonable ongoing access to all health records, even after the termination of the executed contract for purposes of defending actual and threatened litigation.
- h) All resident parole and/or probation files are the property of ABPP and will not be shared with vendor.
- i) Any disputes regarding record information retrieval will be referred to the Wetumpka LIFE Tech Director, who will forward such up the ABPP chain of command as necessary for resolution.

5.17 Support Services

- a) Cleaning: ABPP will provide for any on-site cleaning/janitorial service in accordance with the same service provided for the entire LIFE Tech facility, which may include the use of resident and/or inmate labor and equipment. Vendor is responsible, however, for consumable medical cleaning supplies, such as disinfectants for instruments and medical equipment. Maintaining cleanliness is mandatory. Vendor will have ultimate responsibility for the assurance of cleanliness in areas used or occupied by vendor with cooperative support from ABPP.
- b) Pest Control: ABPP will provide for any on-site cleaning/janitorial service in accordance with the same service provided for the entire LIFE Tech facility;

however, vendor is responsible for ultimately maintaining sanitary conditions in all areas used or occupied by vendor within the facility.

- c) Telephone and Data Services: Costs associated with the procurement of Internet access and data services, telephone service, telephone maintenance costs, and pager services are the responsibility of vendor.

5.18 Management Information System

- a) Unless otherwise agreed upon by ABPP, Vendor will provide at vendor's expense compatible computer capabilities, including hardware, software, staffing, data entry, and training to be used for functions including, but not limited to appointment scheduling. LIFE Tech will be equipped, at vendor's expense, with computers, the appropriate level of printers, and the appropriate software.
- b) Vendor will adhere to all ABPP administrative regulations and policies and procedures related to Internet access within a secure facility environment.
- c) Vendor will maintain trend analysis charts on key statistical data taken from the monthly reports. Vendor will provide routine monthly reports, but will also share any available information from with ABPP designated staff upon request. Should an unusual trend occur, the information will be shared with ABPP. Vendor will also make cost containment information available to ABPP as requested.
- d) Vendor will track all outpatient patient encounters by:
 - 1) Resident/Patient
 - 2) Diagnosis
 - 3) Treatment received
 - 4) Referring physician
 - 5) Referral physician
- e) Any ABPP provided equipment will not be used, loaned, or rented to a third party except with written permission of ABPP. Vendor will not, without consent of ABPP, move ABPP equipment outside the LIFE Tech facility. Vendor will not produce, store, or use ABPP facilities, equipment, or inventories for other company-owned or contract operations, or for other individuals, groups, or organizations without the written consent of ABPP. ABPP reserves the right of approval for single item equipment requests or purchases for amounts greater than \$500.00.

5.19 Software Support

Vendor is responsible for providing and maintaining its software support system.

5.20 Disaster Plan

Subject to ABPP approval, vendor will implement procedures within sixty (60) days of assuming the contract for the delivery of services in the event of a disaster, such as fire, tornado, pandemic, epidemic, riot, strike, or mass arrest. These procedures will be implemented by vendor in cooperation with the LIFE Tech staff and on-site security and should be developed accordingly.

5.21 LIFE Tech Personnel Training

Vendor, as requested, will provide training at basic training classes conducted by ABPP at the facility sites for ABPP staff. Topics will include, but will not be limited to, handling of mental health complaints, recognition of suicide potential, signs and symptoms of mental illness, lowered intellectual functioning, communicable diseases, universal precautions, chemical dependency, and any other training needs as deemed appropriate.

SECTION VI

STAFFING REQUIREMENTS

6.1 Staffing Requirements

Vendor must provide adequate and sufficient personnel required to perform the services required hereunder. Staffing may include, at vendor's discretion, a combination some or all of the following, with the cost included in vendor's hourly rate: multiple psychiatrists, clinical nurse practitioners, psychologists, mental health professionals, registered nurses, licensed practical nurses, pharmacists, activity technicians, administrative and clerical staff, and other personnel as necessary for compliance with the provisions of this RFP.

At a minimum, however, the staffing of one psychiatrist with administrative support services is required, as well as emergency on-call twenty-four (24) hour, seven (7) days a week psychiatric services.

Copies of staffing schedules, encompassing all staff under contract with ABPP, will be submitted to ABPP's LIFE Tech Director and Treatment Program Director on the last business day before the twentieth day of each month for the next month.

Vendor will additionally provide a written position description at least ten (10) business days before initiation of the contract (or a new employee's start date) for each member of vendor's staff that clearly delineates the employee's assigned responsibilities. Vendor will monitor performance of all vendor staff to ensure adequate performance in accordance with the position descriptions.

Vendor will include in its proposal the names and resumes of all individuals vendor intends to designate to perform services hereunder.

6.2 Rejection of Vendor's Personnel

ABPP reserves the right to approve for hiring or remove any contracted personnel. No penalties for unfilled hours will be applied to vendor for services of any personnel removed. No personnel so removed may be returned to duty without the prior approval of ABPP. ABPP may disapprove vendor's (or approved subcontractor's) personnel, after background checks are completed or during the course of contract performance. Vendor must agree that in the event ABPP is dissatisfied with any of the personnel provided under the contract, ABPP can deny them access to the LIFE Tech facility. ABPP will give written notice to vendor of such fact and vendor will either exercise its best efforts to resolve the problem or, if the problem cannot be resolved to the satisfaction of ABPP, promptly remove the individual(s) in question from service and cover the position(s) with other appropriate personnel until a replacement, approved by ABPP, is found.

6.3 Training

Vendor's staff (including approved subcontractor's staff) are responsible for undergoing an orientation to the Board's LIFE Tech Center—to be conducted by the Board's Wetumpka LIFE Tech Center Director—and otherwise educate themselves as to the Board's rules, policies, and procedures. All training sessions/hours must be documented.

6.4 Tuberculosis and Influenza

All contract staff must receive an annual TB test or follow-up if appropriate in accordance with guidelines established by the Alabama Department of Public Health. Vendor must have a written policy and procedure providing an Occupational Exposure Control Plan as required by OSHA Standard 29 CAR Part 1910.1030 Occupational Exposure to Blood Borne Pathogens.

Vendor shall directly or through arrangements with other public or nonprofit private entities, ensure that personnel, including any subcontractors, receive immunizations against influenza.

6.5 Security Clearance

Vendor and vendor's personnel (including approved subcontract personnel) will be subject to, and will comply with, all security regulations and procedures of ABPP. Violations of security regulations may result in the employee being denied access to the LIFE Tech Center at the discretion of ABPP. In such an event, vendor, subject to ABPP approval, will provide alternative personnel to supply services described herein.

6.6 Orientation of Vendor's New Employees

Vendor will be responsible for ensuring that all personnel, including new personnel, are provided with orientation regarding on-site practices at LIFE Tech Wetumpka.

6.7 Personnel Manual

If applicable, vendor must provide a copy of its Personnel Manual (or equivalent document) that demonstrates its human resource management program. A description of vendor's health insurance program/benefits, including eligibility for all levels of professional staff, must be included with vendor's proposal.

6.8 Personnel Issues and Specifications

If applicable:

- a) Vendor will not bind any of its employees, or those under contract with vendor, to any agreement that would inhibit, impede, prohibit, restrain, or in any manner restrict employees or independent vendors, in or from accepting employment with any subsequent medical care provider in the State of Alabama.

- b) Vendor is required to keep personnel files on all contracted vendor employees. Professional files will include, but not be limited to, copies of current professional licenses, privileges and/or proof of professional certification, evaluations, and salary/payroll records.
- c) Vendor is responsible for warranting that all persons assigned and performing the work requirements of the RFP are employees of vendor or authorized subcontractors, and hold all required licenses to perform the work required herein. In addition, vendor is required to be fully qualified to perform the work requirements of the RFP. Vendor will include an identical provision, covering required licenses and full qualification for work assigned, in any contract with any approved subcontractor selected to perform work hereunder. Any personnel commitments required by the RFP will not be changed unless approved by ABPP in writing. Staffing will include any individuals named in vendor's proposal, except in cases whereby ABPP has approved a change.
- d) Vendor is responsible for the appropriate or state required licensure, credentialing, and certification of its staff. Credentials must be confirmed annually and a record of the credentialing activity will be maintained as part of the employee's personnel file. Credentialing is defined as the process by which an applicant's training, degrees conferred, certification by specialty societies, state and other licenses, teaching positions, appointments, and other professional experience is confirmed or reconfirmed.
- e) Non-Medical Professional Staff: Vendor will establish a process whereby applicants carry the burden to produce information for proper evaluation of competence, character, health status, ethics, and other qualifications. Licenses or certifications are subject to a periodic appraisal for validity.
- f) Vendor is required to provide coverage for all psychiatrist positions in the event of unplanned absence, leave, or in the event of resignation or termination of a psychiatrist. Said coverage must comply with the terms and conditions of this RFP.
- g) Vendor will verbally notify ABPP of any actual or impending vacancy by the close of the next calendar day after vendor receives written notice of the vacancy. Within five (5) calendar days of the verbal notification, vendor will also notify ABPP in writing regarding the impending or anticipated vacancy.

6.9 Salary Determination

Vendor must provide, if applicable, the appropriate and current salary ranges and/or hourly rates of professional, licensed, and support personnel in vendor's proposal. As a part of the price proposal documentation, vendor is required to submit information, depicting by position and category the salary ranges, including shift differentials, proposed for entry-level, mid-range (average), and max-hire and express fringe benefits as a percent of salary.

SECTION VII

COMPENSATION AND ADJUSTMENTS

7.1 Pricing and Intent to Award

To be considered compliant, vendor must submit an offer for services based on the specifications and requirements contained within this RFP. Vendor pricing must be submitted on the price sheet included as Appendix B. Original pricing sheets must include a completed Appendix A form containing a notarized signature by an individual who is an authorized officer or agent of the company, and can legally bind the company to a contract. The intent to award any contract as a result of this RFP will be based in part upon the price submitted with vendor's response.

The total contract amount is not to exceed: \$50,000 per year.

7.2 Payment

A payment of one-twelfth of the total annual contract amount will be made each month of the contract period. The total annual contract amount payment will be made during for the final month of the contract, subject to a reconciliation of any adjustments, as required by the contract or as defined in the RFP, which have not been finalized over the previous eleven (11) months of the contract period, and any adjustments required as a result of operations in the final month of the contract period.

Payment will be made upon vendor's submission of a notarized voucher for payment at the conclusion of each month, which reflects periods of service (i.e., month), an itemized list of services rendered, expenses (as allowable and authorized), and total amount due. The Board will issue payment through the State Comptroller's Office in a form approved by both parties, not inconsistent with state law and in compliance with the State Department of Finance. Vendor shall be responsible for accurate and timely billing.

Under the Alabama Department of Financial Fiscal Policies and Procedures Manual, all invoices or other demands for payment hereunder, which extend beyond the end of the fiscal year, do not encumber funds past that fiscal year and must be received by the Board before the end of the Board's thirteenth accounting period. Invoices or demands for payment received after that date for work done and services performed within the fiscal year cannot be paid and shall be forfeited.

Payments will be made hereunder for the actual delivery of services as opposed to the services merely being made available to eligible individual residents. Service units in excess of the maximum to be purchased under the executed contract will not be paid.

Falsification or misrepresentation of actual hours of services provided by any position required by contract to ABPP will be considered a form of corporate fraud, punishable by federal and state prosecution. Substantiated evidence of deliberate intent to defraud the

State will be cause for immediate termination and result in the forfeiture of vendor's performance bond.

7.3 Adjustments

Quarterly adjustments may be made for deficiencies in performance, which will include, but will not be limited to unfilled positions and/or unsatisfactory service (or other specified requirements) under the terms of the awarded contract. No performance deficiency adjustments will be made until written notice has been given to vendor.

Performance deficiency adjustments, material increases to staffing, or other communication regarding material components of the contract including cancellation of the contract, will be communicated only by formal written notice. All notices or other communications required or permitted under this agreement will be in writing and will be deemed to have been duly given if delivered or sent in accordance with the terms specified in the awarded contract.

Performance deficiency adjustments, adjustments to compensation, and/or the provisions for adjustments will not limit the rights and remedies of ABPP for any breach or default of vendor under the contract.

At the end of each contract year, the annual budget for services will be reviewed for adjustment as deemed appropriate by ABPP for application to the subsequent contract year. The total annual budget for staffing, including regular hours, overtime, and/or per diem hours is subject to review and adjustment as deemed appropriate by ABPP to reconcile cost efficiency and the continued satisfaction of program requirements.

SECTION VIII

OTHER PROVISIONS

8.1 Public Information

Vendor will not publish any findings based on data obtained from the operation of the contract without the prior written consent of ABPP, whose written consent will not be unreasonably withheld. ABPP may release without consent of vendor any document or data subject to release pursuant to the State of Alabama Open Records Law, requests by the State Legislature, or any other allied state agency.

8.2 Research

No research projects involving individuals under the supervision of or the custody and control of the State of Alabama and residing at the Wetumpka LIFE Tech Center, other than projects limited to the use of information from records compiled in the ordinary delivery of resident services and activities, will be conducted without the prior written consent from the Board. Furthermore, vendor and ABPP must agree upon the conditions under which the research will be conducted and the research will be governed by written guidelines prepared by ABPP. In every case, the written informed consent of each resident who is a subject of a research project will be obtained prior to the resident's participation.

8.3 Office Space, Equipment, and Inventory Supplies

ABPP will provide vendor with limited space at the LIFE Tech Center and those utilities not otherwise assigned to vendor by other terms of this RFP, excluding long distance telephone services (which will be by credit or billed for services from the facility) to enable vendor to perform obligations and duties. The provision of telephones, voice mail, and/or dedicated communication lines will be limited to available existing services. Additional services will be provided only at the expense of vendor.

Vendor will use and maintain equipment and supplies in place at LIFE Tech (not required to be provided by vendor under other provisions of this RFP) in the performance of its responsibilities under the contract and will return all such equipment and any new and/or purchased equipment, in a good state of repair and working order, reasonable age, wear, and tear excepted, along with any remaining supplies to ABPP upon termination of the contract. The Board reserves the right to reject vendor's request for equipment and/or supplies that ABPP cannot reasonably provide. All major vendor equipment and supply requests (those exceeding \$500.00) must be approved in writing by the Board.

Thirty (30) days prior to the termination of the contract, representatives from ABPP and vendor will tour the space provided to vendor at LIFE Tech in order to determine the condition of said space and any equipment and remaining supplies.

ABPP will not be liable for the loss of or damage to equipment and supplies of vendor, its agents, employees, or subcontractors, unless such loss or damage was directly caused by the negligence of ABPP or its employees.

8.4 Miscellaneous Provisions

- a) Vendor will cooperate with ABPP in answering surveys/questionnaires from allied agencies.
- b) ABPP provides necessary and appropriate security for the LIFE Tech Center and will provide the same to benefit vendor while on-site. ABPP will additionally provide necessary and appropriate security in connection with the transportation of residents to receive off-site services.
- c) Vendor will not be deemed in violation of the executed agreement if it is prevented from performing any of the obligations thereunder for any reason beyond its control, including, but without limitation, strikes, labor disputes, lack of State financial or physical resources, failure of the State to provide proper security service, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, floods, earthquakes, floods, failure of transportation, or any other such cause beyond the reasonable control of both parties.
- d) Vendor will ensure that a procedure is in place for timely payment of all accounts payable. Invoice and billing payment practices that reflect negatively on ABPP will be scrutinized. Failure on the part of vendor to pay bills within sixty (60) days of receipt or have an agreed upon payment schedule may result in a penalty. ABPP may withhold a portion of the monthly payment until such a situation has been rectified. Any non-payment by vendor, in whole or in part, to a provider or service providing services hereunder, will be explained in writing with a copy to ABPP. Disputed charges may be reviewed by ABPP and final resolution regarding payments rests with ABPP. Vendor will reimburse all sub-contractors within sixty (60) days of the date of billing or face potential assessment by ABPP.
- e) Vendor will provide designated staff with cell phone and/or pager service, as well as daily individual computer access with an Internet provider, to ensure access to current available information and that they may be contacted while off-site.
- f) Vendor will notify and consult with ABPP prior to discharging, removing, or failing to renew the contracts of professional, other staff, including sub-contractual vendors. Vendor will be responsible for all dealings with its subcontractors and will answer all questions posed by ABPP regarding them or their work.
- g) All contractual staff (employees and independent contractors, including any approved subcontractors) will be required to comply with the terms of any

contract entered into by vendor and will be held to the terms and conditions of this RFP.

- h) All personnel hired by Vendor as well as subcontracted employees must be of appropriate age to work at the ABPP LIFE Tech Center.
- i) All persons designated to provide services under the contract will either be citizens of the United States or in a proper and legal immigration status that authorizes them to be employed for compensation within the United States. Vendor will complete an Immigration Status certification form, Appendix H.

8.5 Disclaimer

ABPP hereby reserves the right to cancel this RFP, reject any or all proposals, and/or seek additional proposals and also reserves the right to award one or more professional service contracts that it determines to be in the best interest of the State and ABPP. All services may be awarded to one (1) professional service provider or ABPP may award different services described in the RFP to different providers. ABPP is not responsible for any associated cost incurred by vendor in the preparation of their proposal or in any processes associated with vendor's participation.

APPENDIX A
VENDOR AUTHORIZATION
TO
SUBMIT PROPOSAL

_____ agrees to furnish the services described

in this proposal in response to the ABPP, RFP NO. _____, dated

_____ at the prices shown and guarantees that each item proposed meets or exceeds all specifications, terms, conditions, and requirements listed herein.

Respondent's Proposal and Pricing Valid for _____ Days

Prospective Respondent's Telephone Number _____

I hereby affirm I have not been in any agreement or collusion among or in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding or otherwise.

_____ Authorized Signature (ink)

_____ Authorized Name (typed)

_____ Title of Authorized Person

Company Name _____

Mailing Address _____

City, State, Zip _____

Date _____

Sworn to and subscribed before me and given under my hand and official seal this the

_____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX B

PRICE SHEET

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

PRICES ARE SUBMITTED AS INDICATED BELOW:

CONTRACT TERM	Total Cost	Cost Per Resident
First Year		
Second Year		
Total Cost for Two Year Contract Term		

CONTRACT YEAR (OPTION)	Total Cost	Cost Per Resident
Third Year		
Fourth Year		
Total Cost for Two Option Years		

APPENDIX C – DIRECTIONS

LIFE Tech Center Address:

8476 US HWY 231. Wetumpka, AL 36092

FROM BIRMINGHAM, AL

1. Head southeast on 24th St N toward 4th Ave N 0.3 mi
2. Turn right at 1st Ave N 1.4 mi
3. Turn right at 9th St N 0.1 mi
4. Take the 2nd right onto 3rd Ave N 443 ft
5. Turn right to merge onto I-65 S toward Montgomery 78.3 mi
6. Take exit 181 toward Wetumpka 0.2 mi
7. Turn left at AL-14 E 7.1 mi
8. Slight right at AL-14 E/Elmore Rd 5.6 mi
9. Turn left at AL-14 E/Coosa River Pkwy 2.8 mi
10. Turn left at AL-21 N/AL-53 N/AL-9 N/US-231 N 0.7 mi
11. Make a U-turn at Central Plank Rd 0.1 mi
Destination will be on the right

8476 U.S. 231
Wetumpka, AL 36092

FROM MONTGOMERY, AL

1. Head north on S Union St toward Nicrosi St 167 ft
2. Turn right to merge onto I-85 N 4.9 mi
3. Take exit 6 for US-80 E/US-231 N/AL-21 N 0.6 mi
4. Merge onto AL-53 N/Eastern Blvd/US-231 N/US-80 E 4.3 mi
Continue to follow AL-53 N/US-231 N
5. Exit onto AL-21 N/AL-53 N/AL-9 N/US-231 N/Wetumpka Hwy 11.7 mi
Continue to follow AL-21 N/AL-53 N/AL-9 N/US-231 N
6. Make a U-turn at Central Plank Rd 0.1 mi
Destination will be on the right

8476 U.S. 231
Wetumpka, AL 36092

FROM MOBILE, AL

1. Head east on St Louis St toward St Joseph St 0.2 mi
2. Turn left at N Water St 0.5 mi
3. Continue onto I-165 N 4.6 mi
4. Take exit 1B to merge onto I-65 N toward Montgomery 162 mi
5. Take exit 171 to merge onto I-85 N toward Atlanta 6.3 mi
6. Take exit 6 for US-80 E/US-231 N/AL-21 N 0.6 mi
7. Merge onto AL-53 N/Eastern Blvd/US-231 N/US-80 E 4.3 mi
Continue to follow AL-53 N/US-231 N
8. Exit onto AL-21 N/AL-53 N/AL-9 N/US-231 N/Wetumpka Hwy 11.7 mi
Continue to follow AL-21 N/AL-53 N/AL-9 N/US-231 N
9. Make a U-turn at Central Plank Rd 0.1 mi
Destination will be on the right

8476 U.S. 231
Wetumpka, AL 36092

APPENDIX D

PROPOSED TIMELINE

Proposed Timeline

1. Release of RFP	November 16, 2009
2. Site Visit	December 3, 2009 (1:30 PM)
4. Vendor Question Deadline	December 14, 2009 (4:30 PM)
5. ABPP Question Response Deadline	December 21, 2009 (4:30 PM)
6. Proposal Due Date	January 11, 2010 (4:30 PM)
7. Proposal Opening Date	January 12, 2010
8. Presentations	January 14, 2010 (9 AM – 4 PM)
9. Recommendation to Board/Contract Award	January 19, 2010
10. Submit to Contract Review Committee	January 22, 2010
11. Contract Review Committee	February 4, 2010
12. Contract Start Date	Later of February 16, 2010 or Date Signed by Governor

APPENDIX E

ABPP'S TREATMENT PROGRAM POLICIES AND PROCEDURES MANUAL

LIFE Tech Transition Center Treatment Program

Policies and Procedures Manual

Statement of Purpose

In the movie “The Shawshank Redemption” The character that was portrayed by Morgan Freeman made the statement, referring to Shawshank Prison, that there was a “funny thing about these walls, at first you hate the walls, then you get used to them and then you start to need them.” The statement, penned by Stephen King, is an eloquent expression of the mindset of an incarcerated person, as well as the need of a transition center. As a person begins the journey from the penal system, with it’s rigid structure and controls, to society the incarcerated person might need help with decision making and adjustment. The incarcerated woman is especially susceptible to the pitfalls that these necessary adjustments present. The topic of family relationships, and independent resources are especially important to the incarcerated woman making these adjustments. The incarcerated woman might be in need of skills essential to survival in the environment that they had been absent from. Communication skills, education, as well as treatment for emotional, behavioral or substance abuse issues becomes essential to the success of the individual the prevention of recidivism. LIFE Tech Transition Center offers such a program. LIFE Tech offers a program that address the specific needs of incarcerated women.

Program Description

Research and experience have shown that there are four major reasons that an individual, particularly women, might find themselves in a recidivism situation. These are: Substance Abuse, Under Education, Under Employment, and Relationship issues.

1. Substance Abuse – Studies have shown the 75% of incarcerated women are in the prison system due to a substance abuse related issue. Substance abuse issues, in particular the disease of chemical dependency, can be a life long issue requiring an intensified treatment strategy. As women move from the structured world of incarceration to the world of society at large, making decisions regarding the use and abuse of mood and mind altering substances become one of the most important set of decisions that the individual can make. Without appropriate, Transition treatment for these issues, the incarcerated woman is approximately 5 times more likely to make a self defeating decision, and find herself in a recidivism situation, returning to the prison system.

2. Under Education – Developing one’s potential, while an appropriate goal for the majority of the population, becomes especially true for the person transitioning out of the controlled environment of prison and into the world of decision making. Without appropriate educational background, an individual might not be afforded some of the opportunities that are available to society at large. The term “under education” refers to the individual’s educational background providing the individual with just such opportunities for the development of potential. The development of potential is particularly true for returning women, in that issues of independent means for the returning women might be an issue. Having to depend on what might be a dysfunctional relationship, family or otherwise, might put the returning woman at risk for recidivism.
3. Under Employment – Closely related to “under education” is the concept of “under employment.” A frustration that is reported multiple times within the community of women that have been in a recidivist situation is the difficulty in finding meaningful employment in the environment that the returning woman would be going back to. “Under employment” is not to be confused with “unemployment.” The concept of “unemployment” would simply be a statement that a person has no employment. As in the case of “Under employment” there is an implication that there is more to the situation than simply not having a job. The term “under employment” refers to a state of being employed, but in a job that does not permit a person from obtaining potential and growth.
4. Relationship Issues – Under this category, issues of dysfunctional relationships might be found. Women returning from an incarcerated situation are especially vulnerable to this issue. Issues of abusive relationships, domestic violence, abandonment, sexual abuse and trauma, as well as single parenthood become of paramount importance to the returning women. While some of these issues might affect men, women are affected by these issues in overwhelming numbers.

These issues can place a woman returning from the prison system in jeopardy of becoming a high risk of offending once again, becoming a recidivist, and a continuing burden on the taxpayer, as well as society at large. LIFE Tech Transition Center would be a program that would address all of the issues that have been shown on a continuing basis to be the causes of women recidivism.

The Issue of Substance Abuse Course of Treatment

The issue of substance abuse and chemical dependence have been a major element in the area of the recidivism of women in the state of Alabama. The LIFE Tech program would be a three stage program involving the women in stabilization, treatment and relapse prevention. All services of the LIFE Tech Transition Center will be provided without regard to race, religion, political or sexual orientation.

1. Stabilization – The stabilization of incarcerated persons as they come out of the ridged, tightly controlled and dehumanized environment of the prison system is of a vast importance to the continued development of the person outside of this controlled environment. The mindset of a person who has been in the prison environment is vastly different from the person in the relatively uncontrolled environment of society at large. The "Stabilization" stage of the LIFE Tech Transition Center would offer the incoming woman an opportunity to adjust to a new environment. The length of time that any woman would stay in the stabilization stage of the program offered by LIFE Tech, as is the case with any stage of treatment, would depend on the progress that is made, however, the program in the stabilization stage is based on a 30 day program. Treatment modalities for the "Stabilization" stage would involve A curriculum that approaches a transition from the rigidly controlled environment of a correctional facility into a personal decision making based environment. This "Thinking for a Change" curriculum is an effective tool for use with this population. Topics that would be covered during the "Stabilization" stage in the treatment program would include, but not be limited to:
 - A. Disease concept of chemical dependence
 - B. Recovery Dynamics
 - C. Rational Emotive Therapy
 - D. HIV/AIDS
 - E. Infectious Communicable Diseases
 - F. Family Systems Dynamics
 - G. Individual therapy.
2. Treatment – The treatment stage of the program involves a 90 day chemical dependence/co-occurring disorder program. A person entering the treatment program would become involved in a program of cognitive behavioral modification, as well as emotional restructuring. The concepts of criminal thinking, communication skills, and decision making skills would be addressed during this stage. Emotional and relationship difficulties, as well as restructuring of the thought processes that lead to the difficulties will be addressed both in the didactic and process group formats, as well as individual therapeutic sessions. The curriculum that would be utilized for this stage of the program would be Hazeldon's "A New Direction" – "Criminal and Addictive Thinking." This curriculum encompasses all aspects of addictive thought patterns, chemical dependence as an illness, as well as thought patterns that seem to precede behavior patterns that have led the individual into an incarcerated situation. This curriculum places an emphasis on the individual who is currently returning from the prison system into the society at large and would be in need of cognitive and behavioral restructuring, as well as therapeutic intervention. The women that would be entering the LIFE Tech program would also be in need of therapeutic intervention in terms of relationships, parenting, as well as sexual and physical trauma and abuse issues. The Treatment Stage of the LIFE Tech Transition

Center program would be equipped and involved in providing therapeutic assistance to the women entering the program with these issues.

3. Reintroduction/Education – The Reintroduction/Education stage of the LIFE Tech Transition Center program involves the individual in the processes of involvement with the individual's family and recovery environment. The Reintroduction/Education stage would be a 90 day program with emphasis on relapse prevention, education and employment readiness. The curriculum for this stage of the LIFE Tech Transition Center program would be the Hazedon's "A New Direction" – "Release Prevention." Maintaining curriculum consistency is very important to an individual would be focusing on becoming involve with family an career. Family interventions, as well as the possible home visits, would be an important tool in relation to the reintegration of the individual into society, family and job, in that these issues have been not only shown to be significant factors in recidivism, they have been shown to be significant factors in relapse in the disease of chemical dependence.

This treatment approach has been shown to be effective in relation to the treatment of substance abuse/chemical dependence issues, as well as cognitive and behavioral restructuring.

The Issue of Under Education

The issue of "Under education" can be defined as a level of education that is an obstacle to an individual reaching full potential. A major reason for recidivism has been reported that an individual lacked some of the basic training and skills to become "marketable." The program at LIFE Tech Transition Center would offer a number of educational options, as well as the opportunity to achieve a Graduate Equivalence Diploma (G.E.D.). Educational program offered by LIFE Tech Transition Center would be in cooperation with, and administrated by, the State of Alabama Department of Education. Skills training classes would include some of the most marketable skills in the job market.

The Issue of Under Employment

The issue of "Under employment" can e defined as a level of employment that has been an obstacle to an individual reaching full potential and satisfaction. Unemployment would be included in this issue, however, the issue of "under employment would be a broader topic, encompassing a good deal of employment situations that might involve dissatisfaction with one's employment, and the inability to advance in one's employment situation. It has been reported on a significant amount of occasions that a series of "dead end" jobs were a major factor in relation to the increased probability of a recidivism situation. The program offered by LIFE Tech Transition Center would offer direct case

management services, as well as placement services administrated by the State of Alabama Department of Vocational Rehabilitation.

The Issue of Relationship problems

Throughout the program offered by LIFE Tech Transition Center, each individual would be assigned a therapist to provide individual therapeutic interventions. Each of the Therapeutic Staff would be qualified, as defined by the State of Alabama Department of Mental Health and Mental Retardation, to provide a full spectrum of treatment and therapeutic services. As experience with this population has shown, relationship issues, such as abusive relationships, co-dependent relationships, childhood abuse trauma (emotional, sexual and physical) as well as appropriate parenting skills and involvement with social services, has been a major reason for relapse, and subsequent recidivism. The program offered by LIFE Tech Transition Center would address all of these issues in individual, group as well as family interventions. Each individual who comes to LIFE Tech Transition Center would be administered an assessment, in accordance with the State of Alabama Department of Mental Health and Mental Retardation, as well as with the criteria set forth by the American Society of Addictions Medicine (ASAM). Based on this assessment, as well as the six ASAM criteria, the individual would then be involved on developing an individualized treatment plan. This individualized treatment plan would address these issues of relationship difficulties, and allow the individual the optimal opportunity to establish health and functional relationships within the family, as well as society at large.

Assessments

As stated earlier, each individual who would come to LIFE Tech Transition Center for treatment services would be administered an individual assessment and treatment plan. This individual assessment would be based on criteria set forth by the State of Alabama Department of Mental Health and Mental Retardation, as well as the American Society of Addictions Medicine. (ASAM). This assessment and treatment plan would cover the six diagnostic and Patient Placement Criteria, as well as the five levels of care presented by the ASAM Patient Placement Criteria for the treatment of substance abuse related Disorders – Second Edition Revised (ASAM – PPC 2001). (Please refer to figure 1.1) The level of care that the LIFE Tech Transition Center would offer would be primarily up to Level II.5 (Partial Hospitalization). During the assessment process, each individual's unique needs would be assessed, and should the treatment needs of the individual not be met by the services offered by LIFE Tech Transition Center Case Management services would make all necessary referral services to ensure that this individual receives all needed services. Each individual will be administered a treatment plan at the time of the assessment, as well as reviewed on a 30 day basis. Assessment will be conducted by the Treatment Program Director or the Clinical Supervisor, both of whom meet the State of Alabama Department of Mental Health and Mental Retardation Standards for Clinical Assessments. All treatment planning would be conducted by either the Treatment Program Director, the Clinical Supervisor, or the Primary Counselors, under the

supervisor of the Treatment Program Director or the Clinical Supervisor. (3200) The Assessment Tool that would be administered to the client in this process would include the State of Alabama Psychosocial Assessment tool, The Uncope Scale, The University of Rhode Island Change Assessment (URICA) and the M.I.N.I International Neuropsychiatric Interview.

Treatment Planning

As part of the assessment process, every client of the L.I.F.E. Tech Transitional Center Treatment Program will be an active participant in the client's Individualized Treatment Planning Process. The client's Individualized Treatment Plan will be based, as is the Assessment, on the American Society of Addictions Medicine (ASAMS) 6 dimensions of treatment provision. These dimensions are as follows:

1. Acute Intoxication and/or Withdrawal Potential
2. Biomedical Conditions and Complications
3. Emotional, Behavioral or Cognitive Complications
4. Readiness to Change
5. Relapse, Continued Use or Continued Problem Potential
6. Recovery/Living Environment

Each of the above treatment dimensions would be addressed during the treatment planning in every phase of the client's treatment at L.I.F.E. Tech Transitional Center Treatment Program. (Please refer to the Individualized Treatment Planning Form enclosed in the appendix.)

Case Management

The development of Case Management Services would be a high priority of LIFE Tech Transition Center. The development of relationships between services offered in the community and LIFE Tech Transition Center would be of paramount importance. Ensuring that the individual coming to LIFE Tech Transition Center has access to all necessary services in the community is significant in the development of a long term recovery, as well as the prevention of recidivism. While all of the therapeutic staff have been trained and will be trained on a continuing basis by the State of Alabama Department of Mental Health and Mental Retardation in regard to appropriate case management techniques, there will be one staff member designated to offer the case management services offered by LIFE Tech Transition Center. The Case Manager Designate will be mandated to work closely with advocacy groups, such as "Voices for Recovery and FORMAL, as well as develop relationships with community partners to develop all services that would be needed by the individual coming to LIFE Tech Transition Center. These individual needs of the client would be identified during the

Assessment Phase of the client's treatment program, as well as through out the client's treatment experience at L.I.F.E. Tech Transitional Center Treatment Program.

Operation of the LIFE Tech Transition Center

The operation of the LIFE Tech Transition Center would be operated in compliance with the standards set forth by the State of Alabama Department of Mental Health and Mental Retardation, by the Board of Pardons and Paroles. The Clinical Staff of LIFE Tech Transition Center would be accountable to the supervision of the Board of Pardon and Paroles, as well as the Alabama State Department of Mental Health and Mental Retardation. LIFE Tech Transition Center will accomplish this through the development of an Advisor Board, This Advisory Board will be comprised of:

1. Personnel of the Board of Pardons and Paroles, i.e. Officers, Directors, etc.
2. The Treatment Program Director of LIFE Tech Transition Center.
3. The Clinical Supervisor of LIFE Tech Transition Center.
4. Members selected from the community at large.

The LIFE Tech Transition Center Treatment Advisory Board is required to meet a minimum of every three months. It is the duty of the Life Tech Advisory Board to:

1. Provide approval for any changes to the LIFE Tech personnel and curriculum.
2. Approve proposed budget for LIFE Tech operations each year.
3. Approve and assure implementation of all quality assurance measures.
4. Serve as an education committee for all LIFE Tech Transition Center education and training sessions.
5. Serve as liaisons with the State of Alabama Department of Mental Health and Mental Retardation to ensure full compliance of all DMH/MR standards.
6. Conduct site visits to ensure the quality and integrity of the LIFE Tech Transition Center program.

7. To approve, following the State of Alabama Merit System Guidelines, the personnel employed by the LIFE Tech Transition Center program.

The LIFE Tech Transition Center Advisory Board would be accountable to the LIFE Tech of Wetumpka Facility Director, as well as the Board of Pardon and Paroles.

Physical locations for the LIFE Tech Transition Center program are all in compliance with The Americans with Disabilities Act.

Implementation of all LIFE Tech Transition Center Treatment Program administrative procedures as well as day to day supervision of these administrative functions will be provided by the Treatment Program Director. The Treatment Program Director's main office would be at the program located at:

LIFE Tech Transition Center
8476 US HWY 231
Wetumpka, Alabama 36092

However, the Treatment Program Director would be required to travel to any site operating the LIFE Tech Intervention program, to be scheduled on an as needed basis. The position of the Treatment Program Director would be accountable to, and filled at the discretion of, the LIFE Tech Advisory Board, as well as the Division Director of the Board of Pardons and Paroles.

Implementation of all LIFE Tech Transition Center Treatment Program clinical procedures and day to day supervision of the clinical aspects of the LIFE Tech Transition Center Treatment Program would be done by the Clinical Supervisor. The Clinical Supervisor would be accountable to the Treatment Program Director, as well as the Advisory Board and the LIFE Tech of Wetumpka Facility Director, as well as The State of Alabama Board of Pardons and Paroles. The position of the Clinical Supervisor would be filled at the discretion of the LIFE Tech Transition Center Treatment Program Advisory Board, following State of Alabama Merit System Guidelines.

Group Therapy, didactic group, family therapy, family education and individual counseling will be provided by an employee of LIFE Tech Transition Center Treatment Program designated as Primary Counselors. These Primary Counselors will be accountable to the Clinical Supervisor, as well as the Treatment Program Director and the LIFE Tech Transition Center Treatment Program Advisory Board.

Staffing

Professionals working with individuals coming out of an incarcerated situation would have to maintain the highest of professionalism in order to remain effective. Working in a female population, with women returning from incarceration, while requiring a professional to be motivated in relation to the welfare of the individuals, requires the professional to maintain structured boundaries, ethical behavior, and professional integrity. Strict adherence to a Code of Professional Ethics, such as the Code of Ethics of the Alabama Alcohol and Drug Abuse Association (AADAA) would ensure that the

professional would maintain ethical standards. It would be a requirement that all staff Therapeutic staff members be certified at the level of reciprocity by a recognized professional organization, such as the Alabama Alcohol and Drug Abuse Association (AADAA) or NAADAC. This certification would ensure that the staff member be accountable to, not only management of LIFE Tech Transition Center, but to the ethical standards of a certifying body.

Quality Assurance Review

LIFE Tech Transition Center Treatment Program would utilize a Quality Assurance Committee. This Quality Assurance Committee would, on a quarterly basis, review 5% of the records from each Primary Counselor. The Quality Assurance Committee would consist of the Clinical Supervisor, who will act as Director of Quality Assurance, a member of the Advisory Board, if available, as well as a Primary Counselor not involved directly with the records of the Primary counselor who's records are being examined. A copy of the Quality Assurance Committee's findings will be given to the Primary Counselor, as well as to the Treatment Program Director. The Primary Counselor would have 30 days to respond with any plan of corrective action. The Quality Assurance Committee will report on the program's progress to the LIFE Tech Transition Center Treatment Center Advisory Board on at least an annual basis. The Quality Assurance Committee will meet at least quarterly to review the records in order to determine:

- 1 The application of any services began at the appropriate point in the clients course of treatment.
- 2 All services were provided for a long enough duration to meet the client's treatment needs.
- 3 The treatment goals on the treatment plan reflected the services administrated.
- 4 The services given produced the desired result, as reflected in the treatment goals.
- 5 The client was actively involved in treatment planning, and making informed goals.

Please refer to the enclosed copy of the Quality Assurance form.

Quality Improvement (3304)

The Quality Improvement component of the LIFE Tech Transition Center Treatment Program Quality Assurance Plan includes performance indicators or measures as specified by the State of Alabama Department of Mental Health and Mental Retardation Performance Improvement Committee. These indicators are Mental Illness System Performance Measures. The monitoring, evaluation, and assessment of corrective actions are followed by the Director of Quality Assurance and are communicated to the Advisory Board, Treatment Program Director, clinical staff and other staff members that are needed to ensure compliance with corrective action plan taken in response to the findings.

Incident Prevention and Management System (3305)

The Incident Prevention and Management System component of LIFE Tech Transition Center Treatment Program includes the identification, reporting, investigating and performance improvement review of Special Incidents and Serious Special Incidents as defined and required by the State of Alabama Department of Mental Health and Mental Retardation. The specific definitions, reporting requirements, reporting procedures, and review of incident data as required by DMH/MR are contained in the CERTIFIED PROGRAMS SPECIAL INCIDENT PROCEDURES. The portion of the Performance Improvement Plan may be amended, revised or replaced by LIFE Tech Transition Center Advisory Board or the QA Committee at any time to meet and requirements of DMH/MR.

1. Reporting of Special Incidents (3305.1) – The Treatment Program Director, the Clinical Director and the Advisory Board are required to report all Special Incidents involving participants who are involved in the LIFE Tech Transition Center Treatment Program certified by the State of Alabama Department of Mental Health and Mental Retardation. Mandatory reporting items include death, major injury to a participant, suicide attempt, suspected sexual assault and any allegations of physical abuse, sexual abuse, neglect, exploitations, mistreatment, or verbal abuse. Also, all abuse/neglect allegations involving staff members of the system are reportable regardless of where the abuse/neglect was alleged to have occurred.
2. Serious Special Incidents, as defined by the DMH/MR incident reporting procedure, should be reported by the Treatment Program Director, the Clinical Supervisor, as well as the LIFE Tech Transition Center Treatment Program Advisory Board to the **DMH/MR** as soon as possible, but no later than within 24 hours.
3. All reporting would be on forms approved or required by DMH/MR. Copies of all reports should be sent to the Director of Quality Assurance and the Treatment Program Director, as well as the LIFE Tech of Wetumpka Facility Director.
4. Investigation/Review of Special Incidents (3305.2) – The Treatment Director and the Clinical Supervisor are responsible for investigating or supervising the investigation of Special Incidents involving participants. The Treatment Program Director may assign staff to review or investigate Special Incidents.
5. Investigations occur immediately after the reported occurrences and such investigations are completed if possible within 30 days of their initiation. The results of the investigation are reviewed by the QA committee along with the recommendations for improvement/corrective actions.

6. Investigations follow protocols as specified by DMH/MR published procedures. The Treatment Program Director and/or Clinical Director are responsible for conducting or supervising investigations and are required to attend a DMH/MR Training Workshop on a periodic basis require by DMH/MR
7. Performance Improvement Review of Special Incidents Data (3305.3) – The Clinical Supervisor conducts timely and appropriate reviews of special incidents data. At least quarterly, the Clinical Supervisor performs such reviews and focuses on the identification of trends and actions taken to reduce risks and to improve the safety of environment of care for consumers, families and staff members.
8. Pertinent findings are communicated to the Treatment Program Director, the LIFE Tech of Wetumpka Facility Director, as well as the LIFE Tech Transition Center Treatment Program Advisory Board.
9. Any and all disciplinary actions will follow the policies and procedures of the State of Alabama Board of Pardons and Paroles.

Personnel Files

All personnel files of LIFE Tech Transition Center Treatment Program Staff would contain the following:

1. Resume and written application for employment.
2. Copy of any and all relevant Degrees.
3. Signed code of ethics, to include, but not be limited to confidentiality, and professional conduct.
4. Statement of understanding of duties.
5. Current continuing educational plan of action.
6. Proof of continuing education.
7. Any and all relevant certifications, Licenses and credentials.
8. Transcripts.
9. Results of all relative employee performance reviews.

Staff Member Positions

LIFE Tech Transition Center Treatment Program staff members are chosen by the LIFE Tech Advisory Board, following the State of Alabama Merit System. It is the Policy of LIFE Tech Transition Center Treatment Program to employ persons irrespective of social, political, ethnic, or religious considerations, economic status, or physical characteristic.

- A. **Treatment Program Director** - The Treatment Program Director would be accountable to the Advisory Board of LIFE Tech Transition Center, as well as the LIFE Tech of Wetumpka Facility Director. The Treatment Director would be required to work 40 hours a week, and be on call for emergencies.

Recommended Minimum Qualifications

1. A minimum of a Master's Degree in an administrative or mental health related field.
2. Certification in the field of chemical dependence by AADAA or NAADAC at the reciprocity level. (Licensure Preferred.)
3. A minimum of 5 years progressive managerial experience.
4. A minimum of 5 years managerial experience in an alcohol and/or drug related treatment setting.
5. If in recovery, a minimum of 10 years in recovery.
6. Experience with, and working knowledge of self help groups.
7. Ability to develop and maintain an annual operational budge of LIFE Tech Transition Center Treatment Program.
8. Ability to meet with community representatives, political leaders, court officials, and the general public to explain the function and purpose of LIFE Tech Transition Center Treatment Program.
9. Ability to select, train, and supervise other personnel employed by LIFE Tech Transition Center Treatment Program.
10. Ability to travel to any location of the LIFE Tech Transition Center Treatment Program.

Duties and Requirements

1. Provide for establishment of written policies and procedures for the operation of the LIFE Tech Transition Center Treatment Program.
2. Train, and supervise other employees under the guidelines of the policies and procedures as well as ascertain their continued certification.
3. Assure full compliance of LIFE Tech Transition Center Treatment Program, sites and personnel, with the requirements of the State of Alabama Department of Mental Health and Mental Retardation.
4. Preparation of the annual LIFE Tech Transition Center Treatment Programs budget to present to the Advisory Board.
5. Report to the LIFE Tech Transition Center Treatment Program Advisory Board and enact all directives of the Board.
6. Supervise All day-to-day administrative operations of LIFE Tech Transition Center Treatment Program, including, but not limited to, establishment of and operating facilities providing LIFE Tech Transition Center Treatment Program services.
7. Review weekly and monthly site reports and make recommendations for corrective actions.
8. Provide reports on administrative activities to the LIFE Tech Transition Center Treatment Program Advisor Board.
9. Propose and organize all continuing education activities, as well as staff training.
10. Develop and implement a Quality Assurance Program for the LIFE Tech Transition Center Treatment Program and actively participate in the evaluative elements of the QA plan.

B. Clinical Supervisor – The Clinical Director would be responsible for maintaining and developing the clinical operations of LIFE Tech Transition Center Treatment Program. The Clinical Supervisor will be a full time employee (3106).

Recommended Minimum Qualifications.

1. A minimum of a Master's Degree in an administrative or Mental Health related field.

2. A certification in the chemical dependence field through AADAA or NAADAC (Licensure Preferred.)
3. A minimum of three years relevant clinical experience.
4. A minimum of three years experience in an alcohol and/or drug related treatment setting.
5. If in recovery, a minimum of 5 years in recovery.
6. Experience with and/or a working knowledge of self help groups.
7. The ability to develop and maintain clinical programs for the operations of LIFE Tech Transition Center Treatment Program.
8. Ability to meet community representatives, political leaders, court officials, and the general public to explain the function and purpose of the LIFE Tech Transition Center Treatment Program.
9. Ability to train and supervise other personnel employed by LIFE Tech Transition Center Treatment Program.
10. Ability to travel to any location offered by LIFE Tech Transition Center Treatment program.

Duties and Responsibilities.

1. Establish, Maintain and update policies and procedures that are relative to the clinical care of the LIFE Tech Transition Center Treatment Program client.
2. Train and supervise the LIFE Tech Treatment Center Treatment Program Primary Counselors in the aspects if clinical care provided by the program.
3. Assure full compliance of LIFE Tech Transition Center Treatment Program with the State of Alabama Department of Mental Health and Mental Retardation requirements for certification..
4. Develop and update LIFE Tech Transition Center Treatment Program curriculum as presented in the group sessions, and to provide training to the other clinical staff members as to the revisions.
5. Review and select appropriate films, literature, and materials that will accompany curriculum presented and make these materials available to all program locations.

6. Report to the Treatment Program Director, the LIFE Tech of Wetumpka Facility Director and Advisory Board on all activities and enact all directives of the Treatment Program director and Advisory Board.

C. **Primary Counselor** – The Primary Counselor would be responsible for the direct provision of the treatment services. The Primary Counselor would be assigned into each cottage and be responsible for maintaining didactic and therapy groups, as well as individual and family therapeutic interventions. The Primary Counselor would be accountable to the Clinical Supervisor, the Treatment Program Director, LIFE Tech of Wetumpka Facility Director, as well as the LIFE Tech Transition Center Treatment Center Advisory Board.

Recommended Minimum Qualifications

1. A Bachelor's degree in a mental health field and Certification as a qualified substance abuse treatment professional. (CADP, CAC, ADC, etc.)
2. If recovering a minimum of three years recovery.
3. A minimum of two years experience in the substance abuse related field.
4. Working knowledge of self help programs.
5. Ability to conduct group and individual sessions in a non-judgmental manner.
6. Ability to complete records and reports as needed.

Duties and Requirements

1. Work with the Clinical Supervisor and Treatment Program Director, the Probation Officer as well as each client individually to develop personalized treatment plans.
2. Administer all didactic and therapeutic group sessions according to formats outlined in the curriculum manual.
3. Provide one-on-one sessions for each client assigned to LIFE Tech Transition Center Treatment Center as needed.

4. Document client participation, attitude, progress or lack of progress in meeting treatment goals, and special circumstances arising during client's participation in the LIFE Tech Transition Center Treatment Program for each group session using the Case Progress Report form provided in this manual.
5. Document any incident of unusual behavior requiring removal of a client from group using an incident report provided in this manual. Must also report an incident of this sort to the Clinical Supervisor, the Treatment Director, and the Probation Officer as soon as possible.
6. Participate in staff meetings as needed to discuss each client's case.
7. Review Client homework as required.
8. Participate in all LIFE Tech Transition Center Treatment Program continuing education events, and show proof of at least 30 hours each year.
9. All clinical staff who do not possess a master's degree in a mental health related and less than two years of clinical experience will receive at least two hours of face-to-face documented supervision, as well as two hours of documented case development supervision by the Treatment Program Director or the Clinical Supervisor, both of which would be required to have master's degrees in mental health related areas (3109).

Goals and Objectives

LIFE Tech Transition Center Treatment Program has goals and objectives that are reflective of LIFE Tech Transition Center Treatment Program's mission and core values. The Goals and Objectives are as follows:

GOAL 1 – To provide high quality services which are clinically appropriate and based on consumer needs.

Objectives

- 1.1. Review consumer records to assure compliance with treatment planning requirements and demonstrate consideration for the needs of the individual.
- 1.2. Review documentation to assure quality services related to the treatment plan.
- 1.3. Monitor and report on any required DMH/MR systemic quality improvement/performance measures.

- 1.4. Review all reports for DMH.MR Certification Site Visit, Advocacy visits, CPA Audits, Advisory Board directives and other regulatory agencies.

GOAL 2 – Establish an incident prevention and management system related to special incidents in the service delivery system.

Objectives

- 2.1. Define special incidents to be monitored and tracked.
- 2.2. Investigate/review special incidents in a timely manner.
- 2.3. Collect data and prepare periodic reports on special incident findings and recommendations.

GOAL 3 – To identify and assess important services delivery processes'

Objectives

- 3.1. Monitor and report on service utilization review data collected.
- 3.2. Monitor and report on adherence to program admission criteria.

GOAL 4. – To monitor and improve individual and family satisfaction with services.

Objectives

Evaluate individual satisfaction with services.

Evaluate family satisfaction with services.

Evaluate individual quality of life.

GOAL 5. – To review, monitor, correct and follow-up on problems in services delivery system.

Objectives

Develop corrective action plans related to problems found in the internal monitoring of the service delivery system.

Develop corrective action plans related to deficiencies, requirements or improvement suggestions from regulatory, certification, accrediting or licensing boards.

Evaluate the effectiveness of corrective action plans designed to correct deficiencies.

Review individual records to assure compliance with policies and standards.

GOAL 6 – To provide the highest level of staff competence

Objectives

- 6.1. To assure clinical services are rendered by staff who are credentialed according to professional standards, of licensure, education, training and experience
- 6.2. To ensure competence, staff would be employed through the State of Alabama Merit System, and references, transcripts, background checks and sources of verification would be kept on file.

Mission and Organization Statement

(A copy of LIFE Tech Transition Center Treatment Program Organizational Chart is enclosed.)

Organization and Mission (Standard 2000)

The Mission of LIFE Tech Transitional Center is committed to providing competent, quality, effective and efficient outpatient mental health and substance services to the residences of LIFE Tech Transition Center. These services would be provided with respect for the individual's privacy, right to confidentiality, dignity and in the least restrictive environment necessary to promote recovery. (Please refer to Statement of Purpose on page 1.) To ensure services are provided to individuals in accordance with mission statement, LIFE Tech Transition Center Treatment Program monitors, analyzes, and improves performance of service delivery system and other processes through the implementation of a Performance Improvement Plan, as well as directives of the State of Alabama Department of Mental Health and Mental Retardation and the LIFE Tech Transition Center Treatment Program Advisory Board. The Performance Improvement Plan involves a planned, systematic, and Program-wide approach to improving program services.

2101. "The provider must be a public and private corporation."

- A. LIFE Tech Transition Center Treatment Program is a program of the State of Alabama Board of Pardons and Paroles.

2102. "The organization must provide written documentation to SASD of it's source of authority through it's articles of incorporation (or charter) and bylaws."

A. LIFE Tech Transition Center Treatment Program is a program of the State of Alabama Board of Pardons and Paroles.

2103. "The Board of Directors of the corporation, as it's governing body, has responsibility and authority for the overall conduct of the operations including the treatment and/or prevention programs provided by the organization."

A. Please refer to page 6 and 7 section on organization..

2105. "A copy of the minutes for the scheduled Board of Directors meetings must be made available to the Substance Abuse Certification Review Team upon request."

A. All Minutes of the Advisory Board of LIFE Tech Transition Center Treatment program, as well as any other documentation of this program, will be made available to the Substance Abuse Certification Review Team upon any request.

LIFE Tech Transition Center Treatment Program will be a Level II.5 Partial Hospitalization unit. LIFE Tech Transition Center will contract with a Physician licensed with the State of Alabama Board of Medicine, as well as a Licensed Psychiatrist to provide medical and psychiatric services. Although Governed by the same authority, the *State of Alabama Board of Pardons and Paroles*, the LIFE Tech Transition Center Treatment Program will be maintained as a separated entity, accountable to an Advisory Board, the LIFE Tech of Wetumpka Facility Director, as well as the State of Alabama Department of Mental Health and Mental Retardation.

Client Rights and Confidentiality of Client Records (4300)

Each individual coming to LIFE Tech Transition Center Treatment Program has certain rights as a participant in the program. These rights are listed in the "Client Bill of Rights" which would be given to the individual at the time of admission. (Please note that a copy of the "Client Bill of Rights" has been included in this document.) This "Client Bill of Rights" covers, but is not limited to, such topics as the right to a least restrictive environment, the right to privacy, and the right to confidentiality. A signed copy of the "Client Bill of Rights" will be kept on file in each individual's case file, as well as a copy given to the individual. It would be the policy of LIFE Tech Transition Center Treatment Program that all Case files be maintained in the strictest of confidence.

The confidentiality of the client will begin at the at admission into the LIFE Tech Transition Center Treatment Program and never terminates, in full compliance with Federal Regulations Regarding Confidentiality (CFR 42 Section 2)

1. The informed consent of the participant of the LIFE Tech Transition Center Treatment Program is dealt with at the time of admission. It is the policy of LIFE Tech Transition Center Treatment Program be made aware, and fully understand the exceptions to the rules of confidentiality. (Please note that a copy of the Informed Consent for all participants is enclosed in this document.)
2. No information regarding the client will be released by any employee of LIFE Tech Transition Center Treatment Program to any person, agency or family (providing for the exceptions made by CFR 42 Section 2) without written consent of the participant. This consent will be obtained by use of a Release of Confidential Information Authorization form. These forms are as follows:
 - A. Consent Authorization for the Release of Confidential Information.
 - B. Consent Authorization for the Release of Information Criminal Justice Mandate.

All case files will kept at the LIFE Tech Transition Center behind two separate locked doors. Access to this files would be restricted to the Treatment Program Director, the Clinical Supervisor, and the Primary Counselors, as well as the Quality Assurance team.

Research and the Use of Special Recording Equipment

LIFE Tech Transition Center Treatment Program does not utilize two way mirrors, cameras or video cameras.

Any involvement of participant files in relation to any research activities would be at the sole discretion of LIFE Tech Transition Center Treatment Program Advisory Board, and then only following strict procedures to ensure that the confidentiality of each participant record in maintained.

The Client Right to a Safe Treatment Environment (4200)

It is the policy of LIFE Tech Transition Center Treatment Program that every participant has the right to be free of any abuse while receiving treatment with LIFE Tech Transitional Center Treatment Program. Any report of abuse by any staff member will be reported immediately to the Clinical Supervisor, as well as the Treatment Program Director, who in tern will be responsible for reporting the incident to the LIFE Tech Transition Center Treatment Program Advisory Board, the State of Alabama Department of Mental Health and Mental Retardation, as well as any other authority deemed necessary by the Advisory Board or the DMH/MR.

All Staff Members are required to sign and adhere to the ethical guidelines set forth by LIFE Tech Transition Center Treatment Center Advisory Board as well as guidelines set forth by the Alabama Alcohol and Drug Abuse Association. (Please refer to the copy of the Code of Ethics enclosed.) A signed copy of the signed Code of Ethics for each of the LIFE Tech Transition Center Treatment Program staff member will be kept in the employee file.

Each Participant of LIFE Tech Transition Center Treatment Program is informed at the time of admission of the procedure of filing any grievance procedure. (Please refer to the grievance procedure documentation enclosed.)

1. The participant is to discuss the grievance with the primary counselor.
2. If the problem cannot be resolved with the primary counselor, the participant is to ask for an appointment with the Clinical Supervisor.
3. If the participant is not satisfied with the decision of the Clinical Supervisor, the Clinical Supervisor will make an appointment with the Treatment Program Director.
4. If the participant is not satisfied with the decision of the Treatment Program director, the participant has the right to submit a formal written complaint to the LIFE Tech Transition Center Advisory Board, as well as the LIFE Tech of Wetumpka Facility Director. The participant will receive a letter informing the participant of the decision of the LIFE Tech Transition Center Treatment Program Advisory Board.
5. If the participant is still not satisfied for the decision of the LIFE Tech Transition Center Treatment Program Advisory Board, the participant has the right to submit the complaint to the Alabama Department of Mental Health and Mental Retardation. The address and telephone numbers of the Alabama DMH/MR would be provided to the participants, and would posted in all cottages, educational and administrative buildings.

LIFE Tech Transition Center Treatment Program will not engage in drug screening of any body fluids, such as urine or saliva. These operations would be a function of the Probation Officers of the participant, and would not be a function of LIFE Tech Transition Center Treatment Program. (4202)

Follow Up and Continuing Continuum of Care

Follow up for any client of the L.I.F.E. Tech Substance Abuse Treatment Program would be conducted on, a thirty day and annual basis. This follow up program would involve an attempt to contact at the specified intervals, as well as attempts to contact the client's contact persons or any referral sources that was involved in the client's referral to L.I.F.E. Tech Transitional Center Substance Abuse Treatment Program. Appropriate documentation will be maintained on file and be readily available for inspection. A Documentation called "The Consent to Follow Up" form will be completed at the time of the client's Psychosocial Assessment, and maintained on file. At the completion of the client's treatment, and residency at L.I.F.E. Tech Transitional Center, a discharge summary will be completed, and the follow up period of thirty days would begin on the date of discharge.

The Continuing Care component of L.I.F.E. Tech Transitional Center Treatment Program would involve Case Management Services combining communication between the treatment staff of L.I.F.E. Tech Treatment Program, and outside agencies that play an important role in the effort to aid the client's continued recovery. These agencies might include Vocational Rehabilitation Services, J.F. Ingram Educational Program (L.I.F.E. Tech), the Departments of Human Resources, as well as agencies that involve the court system, such as Court Referral Officers, and Court Referral Programs. Maintaining communication efforts with these and other agencies would ensure that the client maintains a connectedness within the treatment and service provision communities, thus ensuring the optimal opportunity for the client to continue the development of a continued recovery program.

Documentation would be of Paramount importance in relation to the effort of maintaining this program of continued care and follow up. Maintaining standards that would be in full compliance with Federal Regulations regarding confidentiality, (CFR 42 Section 2) as well as HIPPA and other ethical standards would be a primary concern of the L.I.F.E. Tech Transitional Center Substance Abuse Treatment Program. (Please refer to fig. 2.1).

Please refer to page 6 section 1, Drug Treatment Standard Operating Procedures.

Flow of a Client Chart

The chart of the client at L.I.F.E. Transitional Center Treatment Program is the evidence of the client's progress and participation in the L.I.F.E. Program. With this perspective, the importance of maintaining a flow with regard to the client's chart becomes evident. As the client participates in the various stages of the program, the client's progress is communicated to the staff responsible for the care of the client through the client's chart. The client charts will flow as follows:

1. The Assessment Specialist – The client will receive a full psychosocial Assessment from the Assessment Specialist. (please refer to page 5 under the topic Assessments.)
2. The Assessment Specialist will provide the Clinical Supervisor with the assessment for the purpose of maintaining a list of client's coming into the L.I.F.E. Tech Treatment Program.
3. The Clinical Supervisor will provide the Psychosocial Assessment to the Primary Counselor assigned to the "Stabilization Phase" of the L.I.F.E. Tech Transition Center Treatment Program. (Note: Any exceptions to this would be staffed and documented by the Clinical Supervisor as well as the Treatment Program Director.)
4. Following the client's completion of the Stabilization Phase of the program, it would be the responsibility of the Primary Counselor of the "Stabilization Phase" of the program to insure that the Primary Counselor of the "Treatment Phase" of the L.I.F.E. Tech Treatment program receives the client's chart within five (5) days of the arrival of the client in that phase.
5. The Primary Counselors of the "Treatment Phase" of the L.I.F.E. Tech Treatment Program would be responsible for having the completed client chart to the Primary Counselors of the "Educational Phase" of the L.I.F.E. Tech Treatment Program within (5) days of the client's arrival in the "Educational Phase."
6. During every phase of the L.I.F.E. Tech Transitional Treatment Program, the client's Individualized Treatment Plan would be updated by the assigned Primary Counselor every thirty (30) days. Target Update days will be a part of the client's continued treatment planning process. All treatment plans, and treatment plan updates will be submitted to the Clinical Supervisor for approval within Three (3) days of the target date at which time the treatment plan update would have been made.

Documentation

In addition to the Treatment Plan Updates, the documentation of client progress will be maintained in through out the client records through the use of three basic documentation modalities:

- 1. Group Progress Notes**
- 2. Individual Progress Notes**
- 3. Weekly Progress Reports**

All of these documentation modalities would reflect, on a continuous basis, reflect the problems, goals, and objectives of the Individualized Plan.

Group Notes

The client's participation in any group, process or didactic, would be documented through the use of a standardized group not format. Every group note would reflect the goals and objectives outlined in the Individualized Treatment Plan. Each of these group notes would be, by design, reflective of the ASAM dimensions, as well as the Individualized Treatment Plan. (Please refer to the enclosed example of the Group Note Documentation.

Individual Notes

Any individual contact or therapeutic intervention would be documented using an individualized format involving *SOAP-G*. The *SOAP-G* individual note format involves the following:

1. S-Statement – This would be the actual statements made by the client during the sessions. The role of the clinician in this would be reporting the statements in a clear and concise manner.
2. O-Objective – This would be the documentation of what the clinician objectively observed. Body Language and Eye Contact would be documented as they occur in the session.
3. A – Assessment – The clinician would be providing something of an evaluation and clinical judgment in the Assessment section of the individual note documentation.

4. P- Plan – The Plan of the clinician in relation the therapeutic intervention and the provision of therapeutic services.
5. G- Goal – The Goal would be the indication of the specific ASAM Treatment Plan Goal that this individual Session would be addressing.

Weekly Progress Notes

A weekly progress report would be documentation by the client's Primary Counselor. The weekly progress report would be indicative of the progress of the client has made in relation to the ASAM Individualized Treatment Plan.

Financial Arrangements

All services of the L.I.F.E. Tech Transitional Center Treatment Program would be provided to the clients of L.I.F.E. Tech Transitional Center at no cost to the client. The L.I.F.E. Tech Transitional Treatment Program is fully funded by The State of Alabama Board of Pardons and Parole.

Chemical Dependence and Medical Treatment Safe Drug Use for the Chemically Dependent

Treatment for Chemical Dependence is a major aspect of the treatment program at L.I.F.E. Tech Transitional Center. The client's recovery from chemical dependency issues is a primary concern for the Staff of L.I.F.E. Tech. A comprehensive approach, fully integrating all aspects of the L.I.F.E. Tech treatment milieu would optimize the client chances of continuing recovery following the client's treatment at L.I.F.E. Tech Transitional Center. To achieve this comprehensive approach, the treatment, medical, educational, and probation staff would follow a communication protocol to ensure the client's optimal recovery opportunity. This communication would extend to linked healthcare providers, in order to ensure medication compliance, as well as to help prevent the possibility of triggering a relapse of the client's chemical dependency issues through the use of prescription or over the counter medication.

The flow of the communication would begin with the client's screening. When the client first comes to the L.I.F.E. Tech Transitional Center, each client would be administered a Uncope Screening Instrument, as well as a full Psychosocial Assessment, a M.I.N.I. Neuropsychiatric Assessment Tool and the University of Rhode Island Change Assessment (URICA). A report would be generated from these assessment tools and be given to the Infirmary Nurse of L.I.F.E. Tech Transitional Center. The Infirmary Nurse would then have at disposal information to make clinical judgments regarding the client's medical intervention, as well as referral to linked health care providers. The client's identified as having chemical dependency issues would then be alerted to the possibility of triggering a relapse and therefore should discuss their addiction history with their healthcare provider in detail. This will assist the healthcare provider to tailor the treatment plan to meet the specific needs of each client of L.I.F.E. Tech. The Infirmary Nurse, or designated infirmary staff will inform linked healthcare providers of L.I.F.E. Tech rules and requirements at the time of the referral.

Information regarding the safe use of medication for client who have been identified as having chemical dependency issues would be referenced from the "Talbot Recovery Campus Guide for Safe and Sustained Recovery." The "Talbot Guide" is a comprehensive document involving a complete report of prescription and over the counter medication and the safe use of these medications, as well as the medications to avoid outright. The "Talbot Guide" involves a breakdown of the medications, both prescription and over the counter medications into three basic Classes, Class A, Class B, and Class C. These "classes" of medications in the "Tolbert Guide" involve a comprehensive explanation of the involved medications.

1. **Class A** – Absolute Avoid – These medications would be medications and preparations that would be most likely to place the client in danger of relapse. These would involve alcohol, opiates, Expectorants, Barbiturates, Benzodiazepines, Hallucinogens, Stimulants, Hypnotics, Inhalants, and other central nervous system depressants.
2. **Class B** – Medications used under the direct supervision of the physician, infirmity nurse and addiction specialist.
3. **Class C** – Medications Generally Safe to use in relation to persons identified as having chemical dependency issues.

(Please refer to the copy of “Tolbert Recovery Campus Guide for Safe and Sustained Recovery – Medication Guide” enclosed in this document.)

Treating physicians and other healthcare providers would be given a copy of the “Tolbert Guide” handout to serve as a resource when making decisions regarding medications. Decisions about particular prescription medications should be tailored to meet the individual needs of the L.I.F.E. Tech client under the direction of the health care professional. The list provided by the “Tolbert Guide” is intended to serve as a resource when questioning the risk factors of administering certain medications to client’s identified as having chemical dependency issues. The final decision to prescribe specific medications will be left to the discretion of the treating health care professional.

It would not be a reasonable assertion that a person identified as having chemical dependency issues would never be in a situation that pain management would present as a necessity. However, as necessary as they might become, these medications might trigger the recurrence of cravings and the addictive process, commonly known as “relapse.” If the medications that are deemed to be dangerous are dispensed, it will be under strict medical guidelines. Any such medications would be **firmly limited in both time and quantity.** Medications under this heading will be administered under the intensive rules including a signed contract between the client, the addiction counselor, and the infirmity nurse of L.I.F.E. Tech Transitional Center.

All client’s of L.I.F.E. Tech Transitional Center who have been identified, through the assessment process, as having chemical dependency issues would be given a copy of “Safe Drug Use for the Recovering Addict or Alcoholic” handout to serve as a resource when questioning the issues and concerns that the client might have in relation the client’s own medical intervention. This would not only allow the client increased information regarding prescription medication, it would allow the client to become an active member of the treatment team involved in the client’s recovery. The client would be involved in the decision making process, providing the client with the empowerment of continued recovery in relation to the concept of chemical dependency.

APPENDIX F

Vendor Disclosure Statement



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE

ADDRESS

STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

APPENDIX G

Corporate Acknowledgement Affidavit

CORPORATE ACKNOWLEDGEMENT AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority for said County and State, personally appeared _____, who is known to me, and after being duly sworn, deposed and said as follows:

My name is _____. I am the _____ (title) of _____ Corporation. I hereby attest that _____ is registered with the Alabama Secretary of State to do business in the State of Alabama. *Attached hereto is the Corporate Certificate of Authority to do business in the State of Alabama.*

SWORN TO AND SUBSCRIBED before me this ____ day of _____ 2009.

NOTARY PUBLIC
Commission Expires: _____

APPENDIX H

Immigration Status Certification Form

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness